

Town of Bedford, 425 Cherry Street HVAC Upgrades Bid Scope Document

**425 Cherry Street
Bedford Hills, NY**

November 5th, 2021	Issued for Bid
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Prepared by

OLA CONSULTING ENGINEERS, PC

OLA Project NO. NBED0002.00



Westchester

50 Broadway
Hawthorne, NY 10532
914.747.2800

New York City

8 West 38th Street, Suite 501
New York, NY 10018
646.849.4110

www.olace.com

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SCOPE OF WORK

1.0 Summary:

The Town of Bedford is hereby requesting proposals for the design/build replacement of existing gas-fired heating, direct expansion cooling HVAC systems with variable refrigerant flow air source heat pump systems and dedicated outside air units with energy recovery to convert to an all-electric heating and cooling system at the Town of Bedford building located at 425 Cherry Street. The Bidder shall be designated and known as the “bidder”. The Town of Bedford shall herein be designated and known as the “owner”.

The bidder shall submit a proposal for the complete turnkey installation of a new all electric variable refrigerant flow air source heat pump system and dedicated outside air units with energy recovery. The bidder shall be responsible for all work, including but not limited to the following: site survey, design, demolition, rigging, structural steel, brickwork, cutting and patching, general conditions, construction permits, mobilization, labor and supervision, site safety planning and implementation, equipment storage, project management, temporary cooling and/or heating, installation of materials and equipment, automation and local controls, integration with existing systems, incentive applications and energy calculations, environmental and health and safety compliance, testing and balancing, third party commissioning assistance, as-built drawings, operation and maintenance (O&M) manuals, Owner training, punch-list completion, clean up and demobilization, and warranties in order to provide a complete all electric heating and cooling system as indicated herein.

2.0 Important Dates:

This bid scope document is being issued on November 5th, 2021. There will be a mandatory project walkthrough at the project site on November 16th, 2021 from 10 AM to 12 Noon EST.* All questions should be submitted in writing and shall be e-mailed to the Town of Bedford contacts noted in the *Notice to Bidders* document (also in Section 6.0 below) no later than November 29th, 2021. The Town of Bedford representative will reply to all questions by December 8th, 2021 and will copy all bidders. All responses shall also be in writing and shall be sent to all proposed bidders who have picked up the bid scoping document. Sealed proposals and qualifications must be submitted no later than December 15th, 2021 at 11:00am EST as detailed in the *Notice to Bidders* document.

3.0 Construction Schedule:

The Town of Bedford expects to award the contract on or about January 4th, 2022. Construction start date shall be January 24th, 2022, with construction completion by July 15th, 2022 and substantial completion by June 30th, 2022.

* A walkthrough is also available to potential bidders on Tuesday, November 30, 2021 from 10AM to 12PM. Bidders must attend one of the two walkthrough opportunities.

4.0 Proposal Documentation:

The Town of Bedford shall require documentation to be submitted by each bidder, including but not limited to the following (refer to Section III for Bid Forms):

- 1) Lump sum pricing for the complete turnkey installation of a new all electric variable refrigerant flow air source heat pump system with dedicated outside air units as specified herein. The proposal form included in this bid scoping document shall be completed by each bidder in full and submitted with the response to this bid scoping document.
- 2) Line item breakout costs for each trade and/or task as outlined in the project cost breakdown sheet.
- 3) Timeline for the bidder's design/build schedule with milestones dates indicating significant work including but not limited to the following:
 - I) Award of contract
 - II) 100% Design Development Document Submission
 - III) 100% Construction Document Submission
 - IV) Start of construction
 - V) Equipment and Material shop drawing submission
 - VI) Equipment starts up
 - VII) Equipment testing/ balancing
 - VIII) Equipment testing
 - IX) Turnover
- 4) Identification of all Sub-bidders and Sub-bidder pricing.
- 5) Proof of ability to bond to the proposal level.
- 6) Bidder Qualification Documentation as required.
- 7) Optional: Maintenance Service Contract scope.
- 8) Exclusions:
 - I) The Town of Bedford will contract hazardous material removal under a separate contract.
 - II) The Town of Bedford will provide tax exemption documentation to selected bidder.
 - III) The Town of Bedford will provide fuel/ electricity for temporary cooling and heating.

5.0 Bid Evaluation:

The Town of Bedford will review all bid proposals for complete compliance with the bid scoping documents as well as the bidder's ability to complete the construction of the HVAC upgrades within scheduled time period. Proposals received without all required supporting documentation as stated herein may be excluded from proposal evaluation. Bidder will be selected based on the following:

- Experience with related work
- Pricing
- Ability to meet project schedule
- Quality of workmanship

6.0 Point of Contact:

Questions, inquiries, and/or requests for clarifications regarding the Bid scoping document should be directed to the Town contact below, with OLA copied on these questions.

Town of Bedford
Lisbeth “Boo” Fumagalli
Frank Zipp
Email: lfumagalli@bedfordny.gov
fzipp@bedfordny.gov

OLA Consulting Engineers
James F. Dolan, P.E.
Camille Bowman, P.E.
E-mail: jdolan@olace.com
cbowman@olace.com

All questions should be received no later than November 29th, 2021. Questions received after the deadline may not be answered.

7.0 Scope of Work:

The Town of Bedford building located at 425 Cherry Street is currently served by an HVAC system consisting of gas-fired heating, direct expansion cooling roof top units as well as electric baseboard heating, from the original building's construction. The Town of Bedford is looking to move towards the potential for a future carbon neutral system by replacing the gas-fired roof top units with variable refrigerant flow (VRF) air source heat pump systems and dedicated outside air units with energy recovery.

8.0 General Description of Bidder's Work:

- 1) Bidder shall provide a complete turnkey installation for a new all electric variable refrigerant flow air source heat pump system and dedicated outside air units with energy recovery and filtration to be located at the Town of Bedford building at 425 Cherry Street, Bedford Hills, NY.
- 2) The Bidder shall be responsible for all design calculations, equipment selections, drawings preparation, including Mechanical, Electrical, Plumbing, Fire Alarm, Structural, Architectural, and Control Drawings required for the installation of a new VRF heating/ cooling system that meets the performance specifications given herein. The bidder shall use engineers and architects licensed in the State of NY of the appropriate disciplines to prepare and seal all engineering and architectural documents prepared under this proposal.

- 3) The scope of work herein and all supporting contract documents serve to define the requirements of the project and shall not be interpreted as a detailed specification. Bidder shall provide a complete and operational VRF heating/ cooling system on a design/build basis in full compliance with these documents and all local, state, and federal regulatory requirements. Bidder shall perform all work specified and all other work as is necessary to support achievement of the objectives set forth herein. It is understood and agreed that the intent of the bid scoping document is to relieve the Town of Bedford of the necessity of engaging in or supplying any labor, service, material or equipment required to complete the design/build project. Any scope of work items requiring clarification shall be submitted in writing as a question to the point of contacts prior to submission of the proposal.
- 4) Bidder's work shall include, but is not limited to, site survey, design, engineering, operational cost estimates, demolition, rigging, structural steel, brickwork, cutting and patching, general conditions, construction permits, mobilization, labor and supervision, site safety planning and implementation, equipment storage, project management, temporary cooling and/or heating, installation of materials and equipment, automation and local controls, integration with existing systems, incentive applications and energy calculations, environmental and health and safety compliance, testing and balancing, third party commissioning assistance, as-built drawings, operation and maintenance (O&M) manuals, Owner training, punch-list completion, clean up and demobilization, and warranties.
- 5) The VRF heating/cooling HVAC system, including but not limited to the indoor cassette units, outdoor condensing units, dedicated outside air units with energy recovery, existing electric heaters, shall be commissioned under a separate contract. The awarded Bidder is responsible for providing all labor and materials for assistance of commissioning efforts. These efforts shall include review and response to review comments of 100% design development submission, furnishing of all required documents including testing and balancing reports, as-built drawings, operation and maintenance (O&M) manuals, and Owner Training videos as well as all other efforts detailed herein.
- 6) All work provided shall comply with the applicable requirements of the Building Code of New York State.
- 7) Based on available information, the Town of Bedford believes the site to be free from hazardous materials. Should it be determined that hazardous materials are present and will impact the work, notification should be given to the Town of Bedford contact in Section 6.0.

9.0 Energy Conservation and Cost of Operation

- 1) Bidder shall consider in the design any and all equipment energy efficiency requirement and energy reduction strategies.

- 2) Bidder shall submit estimates of expected energy consumption and energy costs of operation.
- 3) Bidder shall submit estimates of ongoing maintenance costs to maximize the life of the equipment and reduce future repair costs. Bidder may include a maintenance plan as part of the submission as a separate, extra cost item.
- 4) Minimum equipment efficiencies to meet project requirements as noted in Section 11.5-II Design Criteria. These equipment efficiencies shall also meet the NYSERDA and NYSEG heat pump incentive requirements at a minimum.
- 5) Building automation system sequence of operations to be programmed and commissioned to prevent unnecessary energy usage. For example:
 - a. Equipment to be off whenever possible
 - b. Electric resistance heat tie-in with ceiling cassette units to not allow simultaneous heating and cooling. Cassette units shall be first stage of heating.
 - c. Integration with Town wide Control Systems

10.0 Incentives/ Rebates:

- 1) Bidder shall pursue all applicable incentives/ rebates for proposed equipment.
 - a. NYS Clean Heat Program via NYSEG Rebate Program's for heat pumps
 - b. Con Ed Natural Gas Moratorium
 - c. Any applicable rebates, incentives or tax credits on installation costs
 - d. Any applicable state incentives
 - e. Any applicable federal incentives
- 2) Bidder must be a qualified/participating contractor for air source heat pumps per NYSEG's NYS Clean Heat program.
- 3) Heat pumps selected/installed must meet required energy efficiency ratings at a minimum, be listed on the NEEP Product list if applicable for the incentive program and to preferably maximize incentives.
- 4) Bidder shall help apply for incentives/rebates, including any required custom incentive program requirements such as energy saving calculations and documentation.
- 5) All Incentives, grants, rebates, etc. are to be disclosed and shall be forwarded to the Town.

11.0 Detailed Scope of Work:

Bidder's work shall include but not be limited to the detailed design, procurement, installation, commissioning-assistance of, and start up of the following:

11.1 Engineering Services Scope of Work:

- I) Bidder shall provide a complete design based on the bid scoping document requirements. Bidder shall design and engineer the HVAC systems at the 425 Cherry St. building using the bid scoping document as a guide.
- II) Bidder's design shall be based on the engineering and architectural design criteria and other information detailed more fully herein, and shall be in strict accordance with all federal, state and local codes as well as all governing standards listed below, and manufacturers' recommendations.
 - A) 2020 Building Code of New York State
 - B) 2020 Mechanical Code of New York State
 - C) 2020 Fire Code of New York State
 - D) 2020 Plumbing Code of New York State
 - E) National Electrical Code 2017 of New York State
 - F) 2020 Energy Conservation Code of New York State
 - G) National Fire Protection Agency (NFPA) Standards
 - H) National Electric Safety Code (NESC)
 - I) U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)
 - J) American National Standards Institute (ANSI)
 - K) National Electrical Manufacturers Association (NEMA)
 - L) Underwriters Laboratory (UL)
 - M) American Institute of Architects (AIA) Master Spec
 - N) American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
 - O) Owner's insurance underwriters requirements
 - P) Town Code and Acoustical Requirements
- III) Engineering services shall include the design of the proposed VRF heat pump system and dedicated outside air units with energy recovery, calculations, preparation of drawings, specifications, schedules, documents, and coordination with all existing services and structural limitations.

- IV) Bidder shall use the preliminary drawings and information contained herein as minimum guidance for the overall design although it is understood that these documents are not to be construed as the only option available to Bidder. Bidder should investigate all possible design scenarios and determine which one will provide the Owner the best quality, value, efficiency, occupant comfort and health, lowest cost of operation and expeditious form of delivery.
- V) Bidder shall be responsible for incorporating into the project design, without additional cost to the owner, any changes to the applicable codes that occur during the duration of the project.
- VI) Bidder shall provide progress drawings for review by Town of Bedford at the 100% Design Development (DD) and the 100% Construction Document (CD) levels. The 100% CD drawings will be sealed by an appropriate discipline engineer or architect that is registered in the State of New York. For each level of design completion, as defined below, the Bidder shall provide, the following:

A) 100% Design Development Document Submission Requirements

i) General Drawing Information

- a) Cover sheet
 - 1. Standard title block
 - 2. Building address
 - 3. Maps
 - 4. Index of drawings
 - 5. Code Requirements
- b) Key to symbols, abbreviations and material indications is provided
- c) Key Plan indicating area of work.

ii) Structural Drawings

- a) Draft of condition assessment of existing building is provided
- b) Structural Notes include information pertaining to applicable building codes, strengths of materials, live loads, dead loads, lateral loads, seismic provisions and other general notes
- c) Framing plans are complete
 - 1. Framing systems and preliminary sizes of members are indicated
 - 2. Equipment to be supported is indicated
 - 3. Piping to be supported is indicated
- d) Roof penetration details are complete
- e) Flashing Details are complete

iii) Plumbing Drawings

- a) Plumbing plans indicate condensate pipe routing and condensate pumps as required.
- b) Plumbing equipment schedules are partially complete.
- c) Basic installation details of equipment.

iv) Fire Alarm Drawings

- a) Plans indicate coordination of duct smoke detectors with existing fire alarm system.

v) Mechanical Drawings

- a) Mechanical plans indicate major equipment, ductwork and refrigerant pipe routing.
- b) Equipment schedules are partially complete. Indicate capacities of major equipment.
- c) Basic installation details of major heating, cooling and ventilation equipment.
- d) Location and phasing plans for temporary heating and cooling as required.
- e) ASHRAE 15 compliance calculations for refrigerant volumes.

vi) Temperature Controls Drawings

- a) Sequence of operations for all HVAC equipment and systems
- b) Control schematics for all HVAC equipment and systems
- c) Preliminary points list
- d) Temperature control system details

vii) Electrical Drawings

- a) Electrical plans indicate mechanical equipment and special systems,
- b) Code-required clearances are established
- c) Equipment schedules are partially complete, identifying all equipment
- d) Power one-line diagrams are partially complete, indicate all panels, voltages, main overcurrent devices and amp ratings

- e) Panel schedules are partially complete, indicate the load requirements per circuit, the total panel connected loads and any de-rated load calculations

viii) Acoustic Report

- a) Acoustic report shall indicate requirement for duct silencers, vibration isolators, noise control curb barriers and neoprene vibration pads.
- b) Code-required acoustic levels are established in each zone
- c) Code-required property line acoustic levels are established

ix) Project manual / Specifications

- a) Divisions 0 and 1 are 75% complete
 - 1. Table of Contents is complete
- b) Hazardous materials are identified
- c) Alternate bids are established
- d) Each technical specification section is partially complete in standard CSI format. A list of products and execution processes is required
- e) All technical specification sections are in correct Base Bid format, assigning work to correct trade/Bidder(s)

x) Draft Incentive/Rebate Program Application and Energy Calculations

B) 100% Construction Documents and Specifications

- i) Complete Specifications & Drawings, incorporating Town of Bedford and Commissioning Authority's (CxA's) review comments from 100% DD submission. The 100% CD Drawings shall also include submittals of the following:
 - a) Final mechanical drawings including material and equipment specification.
 - b) Final ASHRAE 15 compliance calculations for refrigerant volumes.
 - c) Final electrical drawings including material and equipment specification.
 - d) Final structural drawings including material and equipment specification.
 - e) Final control drawings including material and equipment specification.
 - f) Final operating and control sequences
 - g) Final acoustic report including material specification.

- h) All applicable details required for a complete installation
- i) Table of contents of commissioning and performance testing plan
- ii) Updated Incentive/Rebate Program Application and Energy Calculations

11.2 Structural scope of work

I) Structural Condition Assessment of Existing Buildings

- A) Provide a written condition assessment of structure impacted by the proposed work. The assessment shall be consistent with the "Preliminary Assessment" procedures outlined in Section 2.3 of SEI/ASCE 11-99 – "Guideline for Structural Condition Assessment of Existing Buildings." Issue a memorandum to the owner that summarizes findings and includes photographs of site inspections. The memo shall be signed and sealed by an experienced structural engineer licensed to practice in the State of New York.
- B) Complete original design drawings for the 425 Cherry St. building were not available during the preparation of this bid scoping document. Partial design drawings for the existing 425 Cherry St. building are available to assist bidders in preparation of their proposals.

II) Structural Support of Equipment

- A) The bidder shall be responsible for the design and installation of all new structure and retrofits required for the proposed work. Drawings shall be signed and sealed by an experienced structural engineer licensed to practice in the State of New York.
- B) As dictated by the results of the Structural Condition Assessment, design and install reinforcement of existing structure to support the weight of new equipment. Reinforcement, if required, may be accomplished by structural steel, carbon fiber wrap, or other suitable materials.
- C) Design and install hangers, braces, and other accessories for the attachment of non-structural components to the structural frame.
- D) All new exterior structural materials and anchors shall be galvanized, for an anticipated service life of 50 years.
- E) Thermal & Moisture Protection: Provide roof penetration in conformance with the existing roof warranty. Provide watertight penetrations and flashing details at locations of new dunnage attachment and/or other existing roof penetrations.
- F) Rooftop Piping Supports: Provide supports for refrigerant supply and return piping and associated roof penetrations associated with securely mounting rooftop pipe support structures to the roof structure. Pipe supports shall be structurally designed to sustain all imposed gravity, wind, snow & ice and seismic

loading with fully operational pipe loads imposed as required by applicable codes while maximizing roof space efficiency for future solar installation.

G) All unused shafts to have roof curbs removed and roof patched and insulated.

H) All equipment dunnage to meet all OSHA equipment maintenance requirements.

11.3 Plumbing scope of work

I) Condensate System

A) Condensate from the indoor VRF units shall be routed to the nearest slop sink or janitor's closet.

B) Condensate pumps shall be provided for heat pump systems as required.

C) Piping, fittings and accessories shall be supported, braced, insulated, jacketed, painted and labeled as required by code and minimize the use of PVC or CPVC pipe (alternate material to be reviewed and approved by owner).

11.4 Fire Alarm Scope of Work

I) Fire Alarm System

i) Coordinate new duct smoke detectors with existing fire alarm system.

11.5 Mechanical scope of work

I) General:

A) Design, furnish and install new dedicated outdoor air units with energy recovery, air-cooled condensing units, zone ceiling cassette air conditioning units, refrigerant piping and accessories as required to provide a fully operational all electric heating, cooling and ventilating system to serve the Town of Bedford building at 425 Cherry St.

i) The newly installed energy recovery dedicated outside air system (ERV DOAS) located on the roof (or both on the roof and at each floor if ERV and DOAS are split) shall utilize the existing RTU ductwork shaft(s) while maximizing roof space efficiency for future solar installation. New ductwork shall be provided throughout.

ii) The ERV/DOAS system shall provide ventilation to the zone ceiling cassette units to provide adequate ventilation to each occupied zone. Provide proper ventilation to each occupied space by ducting the conditioned ventilation air directly to the new ceiling cassette units.

iii) Existing electric baseboard heaters are to be tied into the new controls system to stage with the heat pump heating operation, with this electric

baseboard being the second stage of heating (and automatically switched over as back-up heating if the zoned heat pump system fails). All required relays and controllers to be provided in order to meet this Town of Bedford operational requirement.

- B) All equipment shall be started and tested by a manufacturer's authorized technician in accordance with the manufacturer's written recommended procedures.

II) Heating, Cooling and Ventilating System:

A) General

- i) Equipment shall be located to maintain all manufacturers' written recommended service clearances.
- ii) All equipment shall be supported as to minimize vibration transmission to the building structure through the use of vibration isolation pads, springs, inertia bases, spring type hangers, etc.
- iii) Install refrigerant piping in straight runs parallel to other trades and existing work. Coordinate routing with other trades and existing work. All refrigerant piping to be located below the roof slab except underneath condensing units. Refrigerant piping to be mounted tight to the bottom of the slab above.
- iv) Proper provision must be made for expansion and contraction in all portions of pipe work to prevent undue strains on pipe or equipment. Piping shall be arranged to minimize turbulence and prevent noise and minimize the use of PVC or CPVC pipe (alternate material to be reviewed and approved by owner).
- v) All equipment, piping, fittings, valves, and accessories shall be supported, braced, painted and labeled as required by code.
- vi) All newly installed airside equipment shall be tied into new supply and return/exhaust ductwork throughout the building.
- vii) All system components shall be matched and balanced to achieve compatibility of equipment for satisfactory operation and performance throughout the entire operating temperature and control ranges. All installations shall be in accordance with manufacturer's recommendations.
- viii) Rooftop ventilation equipment exterior ductwork shall be minimized with the intent for the ERV/DOAS system supply and return to be at the bottom of the unit and above the existing shaft to route this new ductwork.

- ix) Refrigerant piping network shall be clean and robust with required pressure testing and triple evacuation performed and documented, per manufacturer requirements.
- x) All piping insulation shall be in accordance with manufacturer required thicknesses along with local code.

B) Demolition:

- i) All existing HVAC system components not required shall be demolished, including but not limited to the following:
 - a) Gas piping shall be removed.
 - b) Existing rooftop units shall be removed. All refrigerant to be fully recovered from existing systems per EPA and other regulatory requirements. Documentation to be provided to the owner.
 - c) Existing ductwork and ceiling diffusers shall be removed.
 - d) Remove existing toilet exhaust fans and associated ductwork as required.
 - e) Remove all existing condensate piping and other legacy extrusions on roof.
 - f) Remove existing rooftop unit controls, including space temperature sensors.

C) Energy Recovery / Dedicated Outside Air VRF System (ERV/DOAS):

- i) Design, fabricate, furnish and install a complete energy recovery dedicated outdoor air system.
- ii) One (1) roof mounted air-cooled VRF condensing unit shall serve this ERV/DOAS. Condensing units shall have fully modulating inverter compressors. Condensing unit on roof shall be a minimum of 18" above roof for snow loads as recommended by manufacturer.
- iii) Dedicated outside air units shall maintain a 100% heating capacity at an outdoor air temperature of 5°F
- iv) Minimum Energy Recovery Ventilator / Dedicated Outside Air System (ERV DOAS) Design Criteria:

Energy Recovery / Dedicated Outside Air Unit	
Design Criteria	Minimum Requirement
Outdoor Air CFM	2,100
Supply Air External SP	1.5 in. wg
Exhaust Air CFM	1,700
Exhaust Air External SP	1 in. wg
Winter Design OA Conditions	5°F DB
Summer Design OA Conditions	95°F DB / 75°F WB
Heating Supply Air Temperature	75-80°F
Cooling Supply Air Temperature	55°F
Hot Gas Reheat Supply Air Temperature	70°F
Min EER*	12.4
Min IEER*	23.7
Min COP47*	3.81
Min COP17*	2.52
Energy Recovery Summer Thermal Effectiveness	55.7%
Energy Recovery Winter Thermal Effectiveness	63.4%
Power Rating (V/C/P)	208/60/3
*Min performance as noted in table and also as required by NYSERDA/NYSEG/incentive programs.	

- v) Energy recovery ventilator shall have defrost protection, with the intent to modulate the energy recovery to control the defrost to avoid the need for electric resistance defrost.
- vi) Provide supply/outside air from ERV/DOAS to each cassette unit through ventilation air connection at cassette units, with new supply ductwork.
- vii) Provide new return/exhaust air ductwork back to ERV/DOAS by plenum return on each floor, similar to existing configuration, with new return grilles in each zone and new main return ducts on each floor. Return air path from each space to main return duct in plenum to be verified/provided.
- viii) Provide adequate and flexible filtration and ventilation for current COVID needs and future post-COVID needs.
- ix) ERV/DOAS VRF System Concept Based on Manufacturers: Mitsubishi, Daikin.

D) Zone HVAC VRF System:

- i) A zone VRF system with refrigerant heat recovery consisting of 2x2 ceiling cassette units with 4-way discharge shall be provided throughout the spaces in the building. Ceiling cassette units to be variable air flow with auto fan speed modulation control provided.
- ii) A ventilation air connection shall be provided to each cassette unit. A maximum of 50 CFM of outside air (or as recommended by VRF manufacturer for acoustics) shall be provided to each cassette unit. Additional cassette units at a smaller capacity may be required in a space (e.g. conference room) if additional ventilation is required.
- iii) Three (3) roof mounted air-cooled condensing units (1 per floor) shall serve the zone ceiling cassette units. Condensing units shall have fully modulating inverter compressors and be rated for extreme weather conditions (provide 100% heating capacity at 5°F and operate efficiently as low as -13°F outside air temperature). Condensing unit on roof shall be a minimum of 18" above roof for snow loads as recommended by manufacturer.
- iv) Zone HVAC Cassette Units Design Criteria:

Zone Level Cassette Units	
Design Criteria	Minimum Requirement
Max Airflow per Area Target	1.2 CFM/SF
Cassette Maximum Outdoor Air CFM	50*
Summer Design OA Condition	95°F DB / 75°F WB
Winter Design OA Conditions	5°F
Max Cooling Supply Air Temperature	55°F
1st Floor Heating Capacity	102 MBH (**)
2nd Floor Heating Capacity	102 MBH (**)
3rd Floor Heating Capacity	170 MBH (**)
Min EER***	12.5
Min IEER***	22.1
Min COP47***	3.85
Min COP17***	2.2
Max Acoustic Criteria	NC30 (Conf Rooms), NC35 (Offices)
Cassette Power Rating (V/C/P)	208/60/1
Condensing Unit Power Rating (V/C/P)	208/60/3
*Max of 50 CFM OA or as recommended by VRF manufacturer for acoustics **Heating Load does not include electric baseboard and ventilation load ***Min performance as noted in table and also as required by NYSEDA/NYSEG/incentive programs.	

- v) Return/ exhaust grilles shall be provided in each zone with a ceiling cassette unit to provide return/exhaust back to ERV/DOAS.
- vi) Zone VRF System Concept Based on Manufacturers: Mitsubishi, Daikin.

E) Toilet Exhaust Systems

- i) Provide maximum of 70 CFM of toilet exhaust per bathroom fixture. This toilet exhaust air will not be returned to the ERV/DOAS system and the intent is therefore to not exceed the required toilet exhaust airflows in order to maximize the building return airflow back to the ERV/DOAS system (estimated to be 1,700 CFM). Replace existing toilet exhaust fans (3) and associated ductwork/grilles if required to achieve and not exceed these exhaust airflows.

III) Connection to Existing

- i) Existing shafts shall be used for the supply and return/exhaust ductwork for the ERV/DOAS system.
- ii) Existing electric heaters shall have controls provided to tie into the sequencing of newly installed zone ceiling cassette units.

IV) Temporary Cooling/Heating

- A) Design, fabricate, furnish and install a temporary cooling and/or heating system to ensure building systems operation continues uninterrupted during construction. Include all costs associated with any rental of equipment, rigging, temporary piping, temporary electric connections, fuel connections, fencing, etc. as required to provide a complete temporary heating/cooling package.
- B) Temporary (or permanent) cooling must be available from June 1st through October 1st. Temporary (or permanent) heating must be available from October 1st through April 1st. Use of permanent new systems to provide cooling and/or heating shall not be allowed until system equipment has been started by a manufacturer's trained representative and tested and balanced.
- C) The bidder shall be responsible for all costs associated with providing temporary heating and or cooling by the dates listed above if the permanent new systems are not operational at that time.

11.6 Controls scope of work

I) HVAC Controls System

- A) All new HVAC equipment shall be interfaced with a central control system (one system that can control both the ERV/DOAS system and the zone VRF system and tie these together). All points to be able to be viewed through a local display (location to be coordinated with owner).

- B) All HVAC equipment systems and schedules shall be able to be modified and viewed through this central control system.
- C) All HVAC equipment alarms shall be able to be addressed through a central control system.

11.7 Electrical scope of work

I) General:

- A) Service Work: All work and equipment shall be coordinated with and conform to Town rules and regulations.
- B) Equipment shall be located to maintain all code required clearances.
- C) All materials shall be listed by the Underwriters' Laboratories, Inc. where applicable, and shall be manufactured in accordance with applicable standards established by ANSI, NEMA, ASTM, and IEEE.

II) Demolition work:

- A) Remove, relocate, and extend existing installations to accommodate new HVAC equipment. Existing conduits may be utilized for new equipment. Cap all exiting conduits that are not removed.
- B) All existing wires to existing HVAC units to be removed shall be removed back to source panels.
- C) Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D) Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

III) Main Electrical Distribution and Panels:

- A) Existing electric service is adequate for new zone VRF heat pump system. Provide new distribution panel (label DP-HP) for new heat pumps. New panel DP-HP shall be connected to existing 600 Amp Automatic Transfer Switch (ATS). Feeder to existing HVAC panel shall be removed and rerouted to new DP-HP, or new feeder shall be provided.
- B) Existing HVAC Panel shall be divorced from the existing Generator System and connected directly to the normal service feeders in the service trough. A new 400 Amp service switch with 250 Amp fuses (to be confirmed) shall be provided along with new meter to power the existing HVAC distribution panel that will not be on generator, i.e.: existing electric baseboard heaters and new ERV/DOAS units. The new ERV/DOAS system will also be connected to the existing HVAC

panel. Provide/modify panel to accept the new ERV/DOAS system. Connect new meter to totalizing meter. Coordinate with Utility Company.

- C) Provide disconnect switches as required to supply power to all new HVAC units.
- D) Provide new wiring to new HVAC units from new panel DP-HP or HVAC Distribution panel. Reuse existing conduit where feasible.
- E) Fuses: All fuses shall be current limiting, Low-Peak type. Provide spare fuse board and three spare fuses for each size fuse.

IV) Emergency System

- A) Existing Kohler generator system 80kW, 208/120 Volts, 3 phase, shall be utilized to power existing lighting distribution system, existing elevator, and the new VRF heat pump system excluding the ERV/DOAS system unit(s).
- B) As noted in section above a new distribution panel DP-HP will be provided to power the new zone VRF heat pump system. This panel will be connected to the existing 600 Amp Automatic Transfer Switch which is fed from the 250 Amp circuit breaker on the generator.
- C) All new HVAC controls to be connected to emergency power. All new condensate pumps to be connected to emergency power.

V) Conduit and Wire

- A) Conductor: All wire shall consist of conductors of soft drawn copper with conductivity not less than 98%. Wire sizes No. 8 AWG and larger shall be stranded with double braid. Smaller wires may be solid with single braid.
- B) Insulation: All wire and insulation for general circuitry shall be THHN/THWN type for all indoor runs. All wiring run in conduit run outside shall be XHHW. Wire insulation for the Fire Alarm System shall be the Power Limited type as specified by the manufacturer.
- C) Protection: All wiring shall be in conduit. All branch circuitry shall contain a separate dedicated neutral conductor.
- D) Interior Conduit: Interior conduit shall be Electrical metallic tubing (EMT) and shall be utilized in areas as permitted by the N.E.C. The minimum size conduit shall be $\frac{3}{4}$ inch. All conduit openings shall be fire sealed and all empty conduits shall be capped.
- E) Exterior Conduit: All conduits installed outdoors or exposed to adverse atmospheric conditions shall be hot dipped rigid galvanized conduit (RGS) in accordance with N.E.C. The minimum size conduit shall be $\frac{3}{4}$ inch.

VI) Mechanical Connections

- A) Related Work: The equipment supplied by the Mechanical Bidder shall be connected with wire and conduit as required and indicated by the manufacturer.
- B) Non-Related Work: The mechanical bidder shall be responsible for their own control wiring.

12.0 Shop Drawings

- 1) Bidder shall provide copies of all equipment, mechanical and structural shop drawings and submittals to owner. Bidder shall also provide copies of all equipment shop drawings and submittals to the commissioning authority. VRF system submittals must include refrigerant piping diagram with pipe diameters, lengths, and refrigerant volume.
- 2) Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Town of Bedford's and commissioning authority's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

13.0 Commissioning Assistance / Close-out

- 1) Bidder to provide all labor, materials, documentation, and information as required to assist the commissioning authority and owner's representative in the testing and commissioning of all mechanical systems and the interface to the controls system.
- 2) Bidder shall assign representatives with the expertise and the authority to act on the behalf of the entity responsible for installation of the system to be commissioned who shall participate in and perform commissioning team activities including, but not limited to, the following:
 - A. Provide a schedule for equipment submittals, installation manuals submittals, operation and maintenance data submittals, equipment start-up, and testing to CxA for incorporation into commissioning plan. Update schedule on a weekly basis throughout construction period.
 - B. Participate in construction phase coordination meetings and functional test performance meetings.
 - C. Provide information to the CxA for developing construction phase commissioning plan including, but not limited to:
 - i. Completion schedule as mentioned above.
 - ii. Verify in writing equipment was constructed, shipped and installed with all options specified.
 - iii. System and equipment product data submittals.

- iv. Testing and balancing data.
- v. Installation and operation manual submittals.
- vi. Operation and maintenance information submittals.
- vii. Warranty information.

- D. Complete construction documents for all systems to be commissioned.
- E. Maintain updated project record documents (as-built documents) for periodic review by the CA and submit final record documents at project completion.
- F. Certify readiness of systems to be commissioned prior to functional performance testing.
- G. Participate in functional performance testing of systems to be commissioned.
- H. Provide technicians who are familiar with the construction and operation of the installed systems, are trained in the use of required testing instruments and procedures to participate in testing of installed systems, subsystems and equipment.
- I. Participate in the operation and maintenance planning, documentation and verification.
- J. Resolving issues identified during commissioning and coordinate correction of deficiencies.
- K. Participate in training sessions for owner's operation and maintenance personnel.
- L. Participate in final review at acceptance meeting.
- M. Participate, as needed, in deferred or opposite seasonal testing of systems and equipment.
- N. As an add alternate item (see bid breakdown form), participate in performing a system performance/occupancy comfort review with the Town of Bedford 10 months into the 12 month warranty period. System performance review shall include but not be limited to equipment inspections and testing of systems, building operator and occupant interviews to determine comfort and health feedback, energy consumption / cost analysis as compared with original estimates of expected energy consumption / cost, and indoor quality tests (with an IAQ baseline provided prior to construction for comparison with this post occupancy test). These checks should be performed alongside the Town

facilities team and should be coordinated to allow them to witness each of these review/check items.

- O. Provide three (3) copies of all approved shop drawings, O&M manuals, testing and balancing data, warranty information.
- P. Document dates, times, operating conditions, and names of parties involved with any tests performed.
- Q. Provide in writing documentation of all manufacturer recommended start-up and check-out procedures have been completed by a manufacturer authorized technician.
- R. Provide witnessed refrigerant piping pressure testing and documentation.

14.0 Procurement Phase

- 1) Bidder shall procure all equipment and materials necessary and incidental to the work.
- 2) Bidder-furnished equipment shall accomplish lifting, rigging and transportation. All Bidder provided equipment and materials will be submitted to the Town of Bedford for approval prior to procurement. Crane access and rigging plans for lifts in excess of 5,000 lbs shall be submitted to the Town two (2) weeks prior to the planned activity.
- 3) Bidder shall be responsible for security and maintenance of all stored equipment until such time commissioning is complete and the Project is turned over to the Owner.

15.0 General Warranty Provisions

- 1) Bidder shall be responsible for all warranty obligations for a period of one (1) year. Warrantee obligations to include labor and material for all installed equipment and systems. Warrantee periods to begin based on agreed system start up dates for the new HVAC systems. An extended warranty may be offered as a separate item.
- 2) Bidder shall be responsible for complete service requirements for all new HVAC equipment during the warrantee period. This shall include all manufacturer recommended preventative maintenance requirements including air filter replacements. All labor and materials to be included by the Bidder.
- 3) Bidder shall provide standard 10 year warranty on compressor and all parts.

16.0 Construction Phase

- 1) Bidder shall provide a site-specific construction phase Environmental Protection Plan and COVID-19 safety plan for the Town of Bedford approval.

- 2) Bidder's installation of all equipment shall be in accordance with the Final Design Documents (100%CD level).
- 3) Bidder shall provide and install all local instrumentation and vents & drains required to properly operate, evaluate performance, and maintain building equipment.
- 4) Bidder shall maintain one set of the above referenced drawings in red-lined format on the Premises. This set shall be marked to indicate job progress (current within one (1) week) and shall show all deviations from the original design drawings. Bidder installation questions and substantial deviations shall be further documented via a formal "Request for Information" type process. The drawings shall include depths and routing of all concealed below grade subsurface installations.
- 5) Bidder shall provide the Town of Bedford with Record drawing in AutoCAD for review and approval prior to Final Completion. Upon the Town's approval of the Record drawings, the Bidder shall provide the Town with three (3) hard copies and three (3) electronic copies of the Record drawings.

17.0 Construction Phase – Other work

- 1) Bidder shall remove all temporary connections, distribution lines, and associated equipment upon Final Completion of Bidder's Work to the satisfaction of the Owner.

18.0 Turnover Packages

- 1) Bidders shall develop a turnover package plan that is generally organized by system or function, with the objective of supporting system operation and maintenance. Each package should include O&M Manuals as described below, pertinent design or operational drawings, major equipment cut sheets, and system device protection or alarm setpoints.
- 2) Bidder shall provide three (3) hard copies and three (3) electronic (where possible) copies of complete O&M Manuals for all Bidder provided equipment prior to Substantial Completion. The manuals shall include all equipment specifications, installation requirements, maintenance requirements, and all standard documents as supplied by the equipment manufacturer.
- 3) The Bidder shall provide as part of the Controls Turnover Package a separate Operator's Manual that includes all of the sequences of operation and manual tasks required for start-up, operation and shut down of the HVAC systems. The manual shall include at a minimum all operating parameters such as temperatures, pressures, max/min, etc., and step-by-step operating sequences, tables, charts and diagrams for the reader to completely understand the operation of the new HVAC systems. The plan shall be submitted to the Town of Bedford for review as part of the 100% level design package.

19.0 Site Services

- 1) Bidder shall provide the following additional temporary utilities and facilities during bidder's Work:
 - I) Lay down space and outside storage at locations to be determined.
 - II) Trash disposal.
 - III) Temporary fencing and protective equipment, barriers, etc.

20.0 Special Project Conditions

- 1) Scheduling: Bidder shall create and maintain a Project Schedule, detailing each task associated with the engineering, design, construction and commissioning of the project. The Bidder must approve any substantive changes or modifications to the schedule.
- 2) Quality Control:
 - I) Bidder shall provide a Quality Control (QC) program. The QC program shall consist of QC representative(s) and report directly to the Town QC representative. Bidder shall develop/submit a QC plan for approval. Bidder is responsible for quality of work to include all features of design, work, commissioning assistance, and closeout of the Project.
 - II) Reports: Bidder shall provide daily activity reports to The Town of Bedford Project Manager.
 - III) Progress Meetings: Bidder 's Site Superintendent shall be required to attend and participate in weekly and monthly construction progress meetings.
 - IV) Inspections: inspections shall be performed by Bidder, the Town's QC representative and the Owner's inspector and shall be reflected on Construction Completion Sign-Off documentation.
- 3) Project Management:

Bidder shall provide a designated Project Manager who will be responsible for the following:

 - I) Construct and maintain the construction schedule.
 - II) Provide on-site coordination with Bidder, Owner and all applicable trades and lower tier Bidders.
 - III) Authorized to accept and execute orders or instruction from Owner's representative.

- IV) Attend weekly project Meetings as necessary to avoid conflicts and delays.
Provide detailed meeting minutes from these meetings.
- V) Authorized to make necessary field decisions relating to the project.
- 4) Shutdowns: Bidder shall schedule all service shutdowns with the Owner twenty-one (21) days in advance. This shall include road shutdowns for the transportation of materials or for rigging of equipment.
 - 5) Utility Interruptions: Bidder shall schedule and coordinate all utility outages with the Owner and utility company during the pre-construction phase. Any deviations to this schedule must be coordinated through the Owner's representative with a minimum of three (3) weeks' written notice.
 - 6) Schedule of Operations: Bidder shall submit a schedule of proposed operations for approval within ten (10) days after receiving the Subcontract Agreement. Such schedule shall be subject to change so that the Bidder's Work does not conflict with or otherwise disrupt normal operations of the Owner's schedule.
 - 7) Hours of Operation: All Work to be provided under this Agreement shall be accomplished during Normal Working Hours, which is defined as between 7:00 AM and 3:30 PM, Monday through Friday, except holidays, unless otherwise approved by the Owner. Bidder may be required to work hours other than Normal Working Hours due to inaccessibility of certain areas. No additional compensation shall be given for work performed during Non-Normal Work Hours. In addition, all Work shall be performed in such a manner that minimizes interruption to or interference with the proper execution of Owner's business.
 - 8) Disposition of Materials: No hazardous waste material ("HAZMAT") is expected during the course of this Project. However, should any HAZMAT be discovered, the Bidder must notify the Owner for direction.
 - 9) Clean-Up: Bidder shall clean up all debris and discarded materials resulting from its Work and operations at the end of each workday. Materials shall be handled, transported and disposed of in accordance with applicable state and local regulations in proper containers and shipped to an approved landfill.
 - 10) Materials Used: All equipment and materials used for this project, unless otherwise specified, shall be new and unused. Only Owner approved materials and equipment shall be utilized for this project.
 - 11) Advertising: Bidder shall not refer to Contracts awarded by the Owner in commercial advertising in which the Bidder states or implies that the product or service provided is approved or endorsed by the Owner, or is considered by the Owner to be superior to other products or services.

- 12) Inspections: The Bidder shall comply with Owner's requests and provide any required staff, testing, equipment and make safety provisions for inspections or tests on Premises at no charge.
- 13) Confidential/Proprietary Information: To the extent that the Work under this Agreement requires that the Bidder be given access to confidential or proprietary business, technical, or financial information belonging to the Owner or other companies, the Bidder shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Owner's representative in writing.

21.0 Job Site Safety / Environmental Conditions

- 1) Site Specific Site Safety Plan: The Bidder shall comply with Site Specific Site Safety Plan. Special emphasis shall be placed on fall protection, hard hats, and eye protection.
- 2) OSHA: All Work performed, equipment and materials used pursuant to and in accordance with the Bidder's Work under this Agreement, the Specifications, and the Terms and Conditions of this Agreement shall conform to applicable Occupational Safety and Health Act of 1070 (OSHA) standards.
- 3) Accident Prevention Plan (APP): In order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies and equipment and for avoidance of work interruptions in the performance of this Agreement, Bidder shall comply with all applicable OSHA Laws. Bidder shall maintain an accurate record of and shall report to the Owner's representative exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies and equipment resulting under this Agreement. Bidder shall provide the APP to the owner for review and approval within 15 days of this agreement.
- 4) Asbestos and/or Lead Based Paint Abatement (Removal/Encapsulation Plan): If the Bidder encounters asbestos and/or lead or contaminated soils not identified in the attachments and/or Specifications herein, Bidder must Stop Work immediately and seek direction from the Owner.
- 5) Pollution Abatement: Bidder shall comply with all Federal and Local environmental laws and regulations. Bidder shall avoid any disposal practices that shall place Bidder and/or the Owner in a controversial position as to the contribution to local environmental pollution.
- 6) COVID-19 Safety Plan: Bidder shall develop a safety plan in compliance with current New York State Department of Health, New York State and CDC guidance to address any concerns with respect to COVID-19.

22.0 Administration

1) Bidder Supervision:

Bidder shall assign a designated construction representative who can act on behalf of and bind the Bidder, to provide onsite supervision of all work, and who shall be present at the job site at all times when work is being performed.

23.0 Invoicing

1) Schedule of Values:

Bidder shall submit a draft schedule of values to the owner for review and approval upon bid award. Schedule of values to be based on monthly invoices. No more than 80% of the project total cost can be billed until startup of all equipment has been completed and equipment balancing and start up reports have been submitted. No more than 90% of the project total cost can be billed until all equipment has been functionally tested and witnessed by the third party CxA.

SECTION II
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Defined Terms:

Terms used in these Instructions to Bidders are defined as follows; the term "Bidder" means one who submits a proposal directly to the Town of Bedford, as distinct from a sub-Bidder, who submits a proposal to a Bidder. The term "Successful Bidder" means the Bidder who submits the lowest overall bid, is determined to be qualified, responsible and responsive Bidder and to whom the Town of Bedford makes an award. The term "Bid Documents" includes the Bid Notice, Invitation to Bid, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of the proposals).

2. Copies of Proposal Documents

- a. Complete sets of the Bid Documents may be obtained from the Town of Bedford.
- b. Complete sets of Bid Documents must be used in preparing the proposals; The Town of Bedford will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

3. Bidder Registration

All those obtaining Bid Documents must also register with the Town Clerk's office to receive updates by sending an email to: lfumagalli@bedfordny.gov.

4. Qualifications of Bidders

- a. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit written evidence, such as financial data, previous experience, present commitments and other, as may be requested by the Town of Bedford. Each proposal must contain evidence of Bidder's qualification to do business in the County of Westchester, State of New York.
- b. Each Bidder shall complete and submit with the proposal the Bidder's Qualification Statement per Section III, documenting previous experience on projects of a similar scope on the form provided herein.
- c. Each Bidder shall complete and submit with the proposal the Bidder's Qualification Statement per Section III, documenting previous safety performance and the content and structure of the Bidder's safety program.

5. Examination of Contract Documents and Site

- a. Bidder may af
- b. Bidder is responsible to attend mandatory project walkthrough at the project site on November 16th or Tuesday, November 30, 2021, from 10AM to 12PM EST
- c. Bidder shall examine the Bid Documents and contract documents thoroughly and consider all state and local laws and all State and local building codes and ordinances or other regulations that may affect cost, progress, performance or furnishing of the work.
- d. Notify the Town of Bedford of all conflicts, errors or discrepancies in the Bid Documents or Contract Documents.

6. RFI: Questions, Inquiries, and/or requests for clarifications regarding this bid scoping document should be directed to:

All questions regarding the Bid Documents should be received by November 29th, 2021. Questions received after the deadline may not be answered.

Content of the RFI: Using the sample format noted below for item(s) needing information or interpretation:

1. Project name.
2. Project number.
3. Date.
4. Name of Bidder.
5. RFI number, numbered sequentially.
6. RFI subject.
7. Title and related paragraphs, as appropriate.
8. Attachments: Include sketches, descriptions, measurements, photos, and other information necessary to fully describe items needing interpretation.

7. Interpretation of Addenda

Requests for interpretation (RFI) of any Bid Documents shall be made in writing to the Town contact (noted in Section 6.0 of the Scope of Work section as well as in the Notice to Bidders document). Such interpretations will be in the form of an addendum (with any modifications, clarifications, or additions) to the bid scope document documents and will be issued by the Town of Bedford to all Bidders on December 8th, 2021. Each Bidder shall be bound by such addenda whether or not received by the Bidder.

8. Substitute or "or Equal" Items

The contract, if awarded, will be on the basis of materials and equipment described in the bid scoping documents. "Or-equal" items of material or equipment may be furnished or used by Bidder if acceptable to the Town of Bedford.

9. Bid Submission

All bids shall be sealed and identified on the outside by your firm's name and the bid scoping document title. Bids will be received until **11:00 a.m. on December 15th, 2021**, at the Town of Bedford Town Hall, 321 Bedford Road, Bedford Hills, New York 10507. All bids will be publicly opened at the above-stated time at the Town Hall. (details noted in the *Notice to Bidders* document as well as Section 2.0 of the Scope of Work section of this document).

10. Bid Withdrawal

Bid scoping documents may be withdrawn by written request prior to bid scoping document opening or after 60 days subsequent to bid scoping document opening if no award has been made.

11. Bids shall remain open for a period of a hundred and twenty (120) days following the date of the bid scoping document opening.

12. RFQ/P Review Criteria:

- Response to Request for Qualifications (Experience, financial statements, etc.)
- Pricing
- Demonstration of ability to meet schedule and dates
- Quality of workmanship

13. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the bidder certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize for any awarded Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, each bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the awarded Contract is renewed or extended.

During the term of the awarded Contract, should Town of Bedford receive information that the bidder is in violation of the above-referenced certifications, Town of Bedford will review such information and offer the bidder an opportunity to respond. If the bidder fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Town of Bedford shall take such action as may be appropriate and provided for by law or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder(s) awarded a Contract in default.

Town of Bedford reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a Contract, and to pursue a responsibility review with respect to any entity that is awarded a Contract and appears on the Prohibited Entities list after Contract award.

The attached Iran Divestment Act of 2012 Certification Form must be signed, notarized and returned by each bidder with its bid.

14. Bid Bond

Bidder shall be required to submit a Bid Bond in the form attached hereto in the amount of ten percent (10%) of the bid.

15. Equal Employment:

It is the policy of the Town of Bedford to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with NYS and Federal Law, the Town of Bedford prohibits discrimination because of creed, race, color, sex, sexual orientation, national origin, religion, age, marital status, military status, domestic violence victim status, predisposing genetic characteristics or disability in all employment practices including recruitment, solicitation for employment, hiring, firing, training, job assignments, promotion, compensation and other terms, conditions and privileges of employment. Further, Bidders with the Town of Bedford shall be required to meet equal employment opportunity standards.

New York State strives to promote equality of economic opportunities for minority and women-owned business enterprises. New York State encourages including minority and women-owned business enterprises ("MWBEs") as bidders, subcontractors and suppliers on public procurement contracts. By submitting a bid, the bidder(s) certifies that if it is awarded a Contract, (a) it will make commercially reasonable good faith efforts to utilize suppliers that are certified MWBEs, (b) to the extent subcontracting is needed and permitted by the Town, bidder will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs and (c) bidder will retain documentation of these efforts to be provided upon request to the Town, New York State and/or an agency or department of the United States government.

Bidder shall also be required to submit the attached Sexual Harassment Written Policy & Training Certification Form with any bid.

Evidence of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

ADDENDUM NO. 1

Town of Bedford, 425 Cherry Street HVAC Upgrades
Bid Scope Documents

Revised Timeline

Nov. 16	First Opportunity for mandatory Walkthrough* (10am-12pm) - Completed
Nov. 29	First set of questions due**
Nov. 30	Second Opportunity for mandatory Walkthrough* (10am-12pm)
Dec. 6	First set of responses provided to registered bidders
Dec. 6	Second set of questions due**
Dec. 13	Second set of responses provided to registered bidders
Dec. 21	Bids due

* Bidders register with lfumagalli@bedfordny.gov and fzipp@bedfordny.gov

** Submit questions to jdolan@olace.com and cbowman@olace.com with CC: lfumagalli@bedfordny.gov and Fzipp@bedfordny.gov

Section III
BID FORMS

BID PRICING FORM

Project:

The Town of Bedford, 425 Cherry Street, HVAC Upgrades

Submit Proposal To:

Town of Bedford Town Hall
Town Clerk's Office
321 Bedford Road
Bedford Hills, NY 10507
Attn: Lisbeth "Boo" Fumagalli

The undersigned Bidder proposes and agrees, if this proposal is accepted, to enter into an agreement with The Town of Bedford in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal, and in accordance with the other terms and conditions of the Contract Documents.

The Bidder accepts all of the terms and conditions of the Invitation to Propose and Instructions to Bidders, including without limitation those dealing with the disposition of proposal security.

This proposal will remain subject to acceptance for (120) one hundred twenty days after the day the proposals become due. The Bidder must sign and submit the original agreement with the Bonds (if required) and other documents required by the proposal requirements by the due date specified in the *Notice to Bidders* document and this bid scoping document.

In submitting this proposal, the Bidder represents, as more fully set forth in the Agreement, that:

The Bidder has examined copies of all the proposal documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date

Addenda

Number

The Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, prevailing wage rates and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, associations, organization or corporation; The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham proposal; The proposal has not solicited or induced any person, firm or corporation to refrain from proposing; and the

Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over The Town of Bedford.

Bidder: _____

Agrees to furnish all labor, equipment, services, materials, installation, temporary heating and cooling, if required, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools, utilities, storage, safety equipment and other facilities of every kind and description required for the prompt and efficient execution of the work described herein. The following attachments are required to be completed and returned with the proposal package.

- ☐ Pricing Breakdown
- ☐ Supporting Document Acknowledgement
- ☐ Company Information Sheet
 - ☐ Accounts Receivable Contact
 - ☐ Sales/Service Contact
- ☐ Request for Qualifications
- ☐ Project Schedule & Availability
- ☐ Form of Disclosure
- ☐ Non-collusive Form
- ☐ Iran Divestment Act of 2012 Certification Form
- ☐ Sexual Harassment Written Policy & Training Certification Form
- ☐ Bidder Not on Exclusion List Maintained by the Federal Government's System for Award Management (SAM) Certification Form
- ☐ References
- ☐ Bid Bond Addendum
- ☐ Non-Bidders Response

The Bidder represents that it has familiarized itself with all OSHA requirements / regulations for operations relative to the work of this contract and that the cost of adherence with such requirements / regulations is included in any price quoted herein.

The Bidder will complete the work for the following price.

Lump sum contract price:

(Use Words)

\$ _____

(Use Figures)

Signature: _____

Title: _____

Date: _____

PRICING BREAKDOWN:

Contractor must fill in all line item costs. All “other” costs not specifically outlined should be identified by the contractor and the sum of all the line items must be equal to the total proposed project cost.

Item No.	Description	Total Price
Per Bid Scoping Document:		
1	Design Development Documents and Specifications	\$
2	100% Construction Documents and Specifications	\$
3	Mobilization/ General Conditions	\$
4	Demolition Work	\$
5	Mechanical Equipment	\$
6	Mechanical work	\$
7	Electrical work	\$
8	Plumbing Equipment and Work	\$
9	Structural Work	\$
10	Acoustic Work	\$
11	Fire Alarm Work	\$
12	Controls Work	\$
13	Balancing Work	\$
14	Temporary cooling/heating (mech/elec equipment/work)	\$
15	Utility Incentive Work / Applications	\$
16	Commissioning (Cx) Support	\$
17	Project closeout	\$
18	Misc. – (define)	\$
	Total Base Price	\$
19	Add Alternate 1: Maintenance contract after first year of service (provide recommended scope and cost)	\$
20	Add Alternate 2: Near End Warrantee System Performance Review / Occupancy comfort and health survey (see Section 13.0-2N of Scope of Work section)	\$

SUPPORTING DOCUMENT ACKNOWLEDGEMENT:

The Bidder agrees that the work will be substantially complete within _____ calendar days after the date when the contract time commences to run, and completed and ready for final payment within _____ calendar days after the date when the contract time commences to run.

The Bidder accepts the provisions of the agreement as to liquidated damages in the event of failure to complete the work on time.

The following documents are attached to and made a condition of this Bid: (a) SubBidder's Qualification Statement (b) Summary of the sequence of construction (c) Project Schedule - timeline (d) Identification of all lower tier SubBidders (e) Proof of ability to bond to the bid level.

Communications concerning this proposal shall be addressed to the Bidder indicated below:

Company Name: _____

Address: _____

Phone number: _____

Date submitted: _____

Signature: _____

Title: Date: _____

COMPANY INFORMATION SHEET

NAME OF COMPANY:

Please Print

ADDRESS:

Please Print

Please Print

FEDERAL E.I. #

PHONE NUMBER:

FAX NUMBER:

NAME OF BIDDER:

Please Print

TITLE OF BIDDER:

Please Print

EMAIL ADDRESS:

Please Print

DATE:

ACCOUNTS RECEIVABLE CONTACT

NAME: _____

Please Print

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

Please Print

SALES/SERVICE CONTACT (if different from bidder)

NAME: _____

Please Print

PHONE NUMBER: _____ CELL PHONE: _____

EMAIL ADDRESS _____

Please Print

REQUEST FOR QUALIFICATIONS

Company Information

- ***Company Profile***
 - Year founded
 - Status (private/publicly-held)
 - Number of employees
 - States and countries in which you do business
 - Target customers (residential, commercial, industrial, government, etc.)
 - Local NY Offices
- ***Financial Strength & Payment Bonding Capacity***
 - If public, provide a link to your investor reports. If private, attach audited financial statements from 2020.
 - What is your firm's Bonding capacity?
- ***Project Team***
 - Team leader identification for the entire proposal, including full contact information.
 - Identification of each business entity, person or firm involved in the proposal and their role, e.g. Design, installation, permitting, equipment supply by component, operations and maintenance.
 - Identify portion of work to be performed by subcontractors.
 - Bios of personnel that will be directly involved with the development of the proposed systems for each business entity, person or firm involved in the proposal and project.
- ***Quality***
 - Describe your company's (or each firm's) quality assurance processes.
 - Describe customer satisfaction processes, if any.
- ***Safety Record***
 - List your firm's Experience Modification Rate (EMR) for each of the past five (5) premium years.
- ***Insurance***
 - Provide sample insurance certificate indicating compliance with insurance requirements.
- ***Legal***
 - Has your firm or any of the executive officers of your firm been a party to a lawsuit within the last ten (10) years? If so, please include a summary of the issues and the status of the lawsuit.

References

- Provide references from at least three (3) similar project built by the company during the past five (5) years and in operation at least one year.
 - Customer Name
 - Contact name, phone, and email
 - Size
 - Project Schedule and date of completion.
 - Project Description
 - For above project, although this is not a requirement for the RFQ, it is recommended to provide followed procedures and documentation results from VRF system pipe pressure testing, triple evacuation, any historical refrigerant add/recovery documentation from these projects, etc.

PROJECT SCHEDULE & AVAILABILITY

Project Implementation Schedule

- Submit a detailed project schedule (including design) and approach to the installation of the described system indicating the expected milestones and timing, addressing phasing as well. Schedule to include:
 - Award of Contract
 - Mobilization
 - 100% Design Development Submission
 - 100% Construction Document Submission
 - Permitting
 - Start of Construction
 - Shop Drawings
 - Procurement of major equipment
 - Delivery of major equipment
 - Site preparation
 - Equipment Start Up
 - Test and Balance
 - Commissioning / Equipment testing
 - Turnover / Operation Date

TOWN OF BEDFORD
321 BEDFORD ROAD
BEDFORD HILLS, NEW YORK 10507

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE BIDDER (add additional sheets as needed to list all):

Name

Title

1. Does any Town of Bedford Town Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the bidder?_____ If yes, set forth the basis upon which a financial interest exists in the bidder:

2. Has the bidder or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the Town of Bedford?_____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Town of Bedford's Town Board, an administrator, or a staff member possess any financial interest, directly or indirectly, in the bidder (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____If yes, set forth below the Town of Bedford Town Board, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Bidder: _____

Federal E.I. #: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

TOWN OF BEDFORD

NON-COLLUSIVE FORM

BID PROPOSAL CERTIFICATIONS

THIS FORM MUST BE SIGNED AND NOTORIZED

Bidder Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed in this Bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the New York State General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- c. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in this form shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____

(Signature of bidder or authorized representative of a corporation)

Name and Title: _____

Sworn to before me this _____ day of _____, 20____

TOWN OF BEDFORD

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the bid if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The Town of Bedford makes a determination, in writing that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town would be unable to obtain the goods or services for which the contract is offered.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

TOWN OF BEDFORD

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 20____

Notary Public

TOWN OF BEDFORD

BIDDER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S

SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this
____ day of _____, 20____

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by the Town of Bedford ("TOB").

Print TOB Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder was NOT included on U.S. Government's SAM's Exclusion List
_____ Bidder was included on U.S. Government's SAM's Exclusion List

TOB Employee Signature: _____

TOWN OF BEDFORD

REFERENCES

Please provide references for three (3) clients. Work performed must be similar in size and scope to this bid.

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

Town of Bedford
321 Bedford Road
Bedford Hills NY 10507

BOND AMOUNT: \$**PROJECT:**

«425 Cherry Street: HVAC Upgrades»
«425 Cherry Street»
Bedford Hills, NY 10507»

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

init.

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User Notes:

(810570095)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

_____	_____
(Witness)	(Contractor as Principal) (Seal)
_____	_____
	(Title)
_____	_____
	(Surety) (Seal)
_____	_____
(Witness)	(Title)

Init.

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User Notes:

(B10570099)

2

TOWN OF BEDFORD

NON-BIDDERS RESPONSE

Bid # _____

The Town of Bedford is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- ☐ Unable to bid at this time but would like to receive future bid proposals
- ☐ Items or material not ____manufactured ____ distributed ____stocked ____furnished
- ☐ Materials or items we have to offer do not fully meet all the requirements of standards specified
- ☐ Multiplicity of delivery points
- ☐ Delivery quantities are too small
- ☐ We cannot meet the time of delivery of items or materials specified
- ☐ Insufficient time allowed for preparation and submission of bid
- ☐ Other reasons_____

You May remove our name from this bid list for:

- ☐ This Commodity Group
- ☐ This item of Material
- ☐ This Commodity Class
- ☐ All bids

Company

Authorized Signature

Address

Date

Name of signer

Title of Signer

Section IV
REQUIREMENTS FOR
AWARD OF CONTRACT

1. Bidder to whom a contract is awarded must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates. All invoices must be accompanied by certified payrolls in order for payments to be processed in the form attached hereto.
2. Performance and Payment Bonds in the form attached to the Standard Form of Bond must be submitted by the Bidder awarded the contract.

3. **Contract Award**

Owner will endeavor to make an award within a hundred and twenty (120) days of the date of the bid opening and all bids shall remain firm during that time frame. The Town further reserves the right to make award following this period to any bidder who has not provided written notice to the Town that its bid has been withdrawn.

Award will be made to the lowest responsible Bidder, as will best promote the public interest, taking into consideration the reliability of the Bidder, the quality of the labor, materials, equipment, or supplies to be furnished, and the conformity with the Bid Documents (including but not limited to the Bid Notice, Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications).

Bidder will be required to enter into the Form of AIA Agreement A101-2017 and General Conditions A201-2017 attached hereto, as a condition of award of the contract.

4. **Method of Award**

The Contract if awarded will be to the lowest responsive/responsible Bidder, in part or in whole, who meet(s) all the terms of the Bidding Documents (including but not limited to the Instructions to Bidder, Proposal Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications). Owner guarantees no minimum or maximum purchase or service pursuant to a contract awarded as a result of this solicitation of bids. Additionally, Owner reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at the time of purchase. Owner reserves the right to reject all bids; to reject any bid in whole or in part, to accept parts of bids from more than one bidder, to waive technical defects, irregularities, and omissions relating to a specific bid, to waive what it deems to be bidding or specification informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, if in its judgment the best interests of the Town will be served; and to reject all bids and to purchase items on State or County contract as permitted by law if such items can be obtained on the same terms, conditions, specifications, at a lower price.

If two or more bidders submit identical bids as to price, the decision of Owner to award a Contract to one such bidder shall be final.

No cash discount may be offered or quoted by any Bidder.

To the extent permitted by law, Bidders submitting bids acknowledge that, pursuant to New York General Municipal Law Section 103(16), the Town of Bedford intends to allow

all political subdivisions in the State of New York to participate in the bid award/contract resulting from this solicitation for bids. These political subdivisions include, but are not limited to local governments (villages, town, etc.), public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. Such political subdivisions shall participate in the bid award/contract by entering into their own separate contracts with the successful Bidder(s) that are based upon, incorporate and honor the terms, conditions, specifications and prices of the bid award(s)/Contract(s) resulting from this solicitation for bids. The Town of Bedford shall have no liability or responsibility to pay for any goods or services provided to another political subdivision – each political subdivision is responsible for paying for the goods and services it obtains through the bid award(s)/Contract(s) resulting from this bid.

5. **Assignment of Contract** – The Bidder may NOT assign all or part of the contract to another party unless after receiving written permission from the Town of Bedford. Such assignment shall NOT release the Bidder from any part of the responsibility or liability assumed under the contract.
6. **Implied Requirements** – It is the Bidder's responsibility to notify the Town of Bedford within a minimum of 7 days of the opening date of any services or supplies not specifically mentioned in this specification but are necessary to provide the functional capabilities of the contract.
7. **Insurance** – If the contract resulting from this bid scoping document requires the Bidder to enter upon Town property, the Bidder will supply insurance as specified elsewhere in these documents, at the discretion of the Town of Bedford. In addition, the Bidder and all subBidders shall carry workers' compensation insurance or self-insurance as required by the Town of Bedford.

The Bidder shall purchase and maintain insurance, and shall ensure that all subcontractors purchase and maintain, the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent Bidders, product-completed operations, and personal and advertising injury, including injury to subBidders employees.
 - c. **Note:** Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by

an Insurance Company with at least 'A-' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

- d. Bidder/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for up to one year after completion of the Work.

2) Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the auto policy.
- d. Also needs to include waiver of subrogation.

3) Workers Compensation and Employers Liability and N.Y.S Disability

- e. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- f. b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- g. c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- h. d) Workers Compensation must include a waiver of subrogation.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

- 4) The Bidder shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Town of Bedford. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Town of Bedford and their agents, officers, directors and employees as an additional insured.
- 5) Commercial general liability, automobile and workers' compensation policies shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Town of Bedford. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Town of Bedford.
- 6) Bidder acknowledges that failure to obtain such insurance on behalf of the Town of Bedford Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Bedford. The Bidder/permittee is to provide the Town of Bedford with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Bedford to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Bedford.

8. **Safety Provisions**

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Bidder shall immediately notify the Town representative on the job site.

9. **Hours**

No laborer, worker or mechanic in the employ of a Bidder or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The work must be performed between 7:00am to 3:30pm Monday through Friday. Any exceptions out of these hours must have prior approval by the Department Head in charge of the public work project.

10. **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. The prime Bidder shall obtain a Prevailing Rate Schedule from the: New York State Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240. The prime Bidder must provide copies of this schedule to all subcontractors and obtain an affidavit certifying such schedule was received. The form of required payroll record is attached.

11. **Execution of Agreement** – Failure of the successful respondent to deliver to the Town of Bedford a properly signed and witnessed Contract with all required bonds and insurance policies, within ten (10) days after receipt of written Notice of Award, or within such extended period as the Town may grant, shall constitute a default, to the Town, which may either award the contract to the next lowest respondent, or re-advertise for bid scoping documents.

12. **Commencement of Work** – The Town of Bedford will not be responsible for payment of any work performed or materials supplied by the successful respondent before the Bidder receives a fully executed Contract unless an emergency situation has been declared by a Town official or employee duly empowered to do so, and the vendor receives written authorization from this individual to proceed. Note: Responsibility for payment shall be limited to only that work deemed necessary by the Town to alleviate the immediate emergency.

13. **Contract Term:** - your pricing must remain in effect for one fiscal year or otherwise indicated in the specification. The Town reserves the right at its sole discretion to exercise an additional one-year option.

14. **Availability of Funds** – All contracts are bid with the intention of awarding a contract as a result of the Bid. Any and all awards and actual contract execution by Owner is contingent upon availability of appropriate funds. In the event that funding is not available at the time of award and/or execution of the contract Owner reserves the right to cancel the bid and Notice of Award.
15. **Town Right & Reservations** - Owner reserves the right to alter or revoke this bid and Bid Documents at any time. Owner further reserves the right to reject any or all responses, to waive any informalities in the responses received and to accept only those responses deemed by the Town to be in the best interests of the Town.
16. **Indemnification & Hold Harmless:**
The selected firm will be required to indemnify, defend and save harmless the Town of Bedford and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting directly or indirectly from the performance of services irrespective of whether the Town has approved or supervised the production of any materials, drawings, plans or technical specifications.

The attached Indemnification and Hold Harmless Form must be signed, notarized and returned by the Bidder awarded the Bid.
17. **Agreement Term:**
The Term of the agreement as a result of this bid scoping document will be for the project to be completed by July 15th, 2022 (with substantial completion by June 30th, 2022), with an option to extend at the Sole Discretion of the Town of Bedford.
18. **Preparation Costs:**
All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the Bidder.
19. **Implied Requirements:**
All services not specifically mentioned in Bid Documents that are necessary to provide the functional capabilities described by the vendor shall be included in the proposal. The Town does not reimburse for expenses incurred during the performance of this contract.
20. **Vendor Supplied Materials:**
Any material submitted by the vendor shall become the property of the Town of Bedford unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked.

SECTION V

TOWN OF BEDFORD FORMS FOR
AWARD OF CONTRACT

FORM OF CONTRACT
(AIA-A101-2017)

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of «October» in the year «2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Town of Bedford»«»
«Bedford Town House
321 Bedford Road
Bedford Hills, NY 10507»
«»
«»

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«425 Cherry Street: HVAC Upgrades»
«425 Cherry Street
Bedford Hills, NY 10507»

The Engineer:
(Name, legal status, address and other information)

«OLA Consulting Engineers, PC»«»
«50 Broadway, 2nd Floor
Hawthorne, NY 10532»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

☐

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the « 15th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 15th » day of the « following » month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « 45 » (« forty-five ») days after the Engineer receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« Two times the amount, as the Engineer shall determine is needed to complete the incomplete Work shall be retained. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« 0% »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction in Westchester County.

[☐] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as revised for this Project.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« None »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as revised for this Project.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented for this Project and/or by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

«Mrs. MaryAnn Carr
«Town Supervisor
321 Bedford Road
Bedford Hills, NY 10507»

«»

«»

«»

«»

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

<< >>

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 [Intentionally Omitted]

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 AIA Document A312™–2010, Payment Bond
- .4 AIA Document A312™–2010, Performance Bond
- .5 Bid Scope Documents prepared by OLA Consulting Engineers PC

<< >>

.6 Drawings

Number	Title	Date

.7 Specifications

Section	Title	Date	Pages

.8 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.9 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[<< >>] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .10 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«MaryAnn Carr»«, Supervisor»

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

FORM OF GENERAL CONDITIONS
(AIA-A201-2017)

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«425 Cherry Street: HVAC Upgrades»
«425 Cherry Street
Bedford Hills, NY 10507»

THE OWNER:

(Name, legal status and address)

«Town of Bedford»«»
«Bedford Town House
321 Bedford Road
Bedford Hills, NY 10507»

THE ENGINEER:

(Name, legal status and address)

«OLA Consulting Engineers, PC»«»
«50 Broadway, 2nd Floor
Hawthorne, NY 10532»

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer, pursuant to Section 7.4 herein.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer or the Engineer's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties. No obligation of the Engineer to the Owner, whether expressed by Agreement or implied by law, shall be construed as intended for the benefit of the Contractor. The term Contractor in this paragraph shall include the Contractor, his officers, directors, employees, agents, contractees and Subcontractors of any tier.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 ADDENDUM.

The term "Addendum" means a written or graphic instrument(s) issued prior to the execution of the Contract which modify or interpret the bidding documents and/or Contract Documents, including the Drawings and Specifications by additions, deletions, clarification, corrections, or supplementary information.

§ 1.1.10 ALTERNATE

The term "Alternate" means a variation in Contract requirements on which a separate price is to be received by the Owner as part of the bid. If the Alternate is accepted in writing by the Owner, the variation is then a part of the Contract and the amount of money quoted to be added to or deleted from the Base Bid is taken into account in determining the Contract Sum.

§ 1.1.11 KNOWLEDGE, RECOGNIZE AND DISCOVER

The terms "knowledge", "recognize", "discover", their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, means that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 Before ordering any materials or doing any Work, each Contractor and Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between the actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Engineer for resolution before proceeding with the Work. Further, coordinate this clause with paragraph 3.2 herein.

§ 1.2.1.3 The Contractor shall provide all labor materials, equipment, appliances and services necessary to execute and complete all Work as required by the Contract Documents and all applicable building codes, rules, regulations, statutes and laws. Whenever any additional materials and/or workmanship not shown or specified are required to complete the Work of the Contract Documents in accordance with the obvious intent thereof, the Contractor shall provide these materials and workmanship at no additional cost to the Owner.

§ 1.2.1.4 It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Drawings and/or Specifications, but are normally required for proper operation of the mechanical and electrical systems, or to complete otherwise incomplete construction or to meet the governing code requirements, they shall be included by the Contractor, at no additional cost to the Owner, unless he sought and received, in writing, contradictory interpretation or clarification from the Engineer.

§ 1.2.1.5 Drawings, in general, are to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements taken at the Project Site and in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or constructing the Work. Whether or not an error is believed to exist, deviations from the Drawings and the dimensions given thereon shall be made only after approval, in writing, is obtained from the Engineer.

§ 1.2.1.6 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed Drawings of such change for approval by the Engineer before making the change.

§ 1.2.1.7 In the case of any errors or omissions in the Contract Documents, the Contractor shall secure instructions from the Engineer before proceeding with the Work affected by the errors or omissions. The Contractor shall assume full responsibility and cost for proceeding with such Work without approval.

§ 1.2.1.8 During the course of the Work should any errors, omissions, ambiguities, discrepancies or conflicts be found on the Drawings or in the Specifications, to which the Contractor has failed to call attention prior to submitting its bid, the Engineer shall interpret the intent of the Drawings and Specifications and Contractor hereby agrees to abide by the Engineer's interpretation and agrees to carry out the Work in accordance with the decision of the Engineer.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.2.1 The Contractor shall provide all labor, materials, equipment, appliances and services necessary to execute and complete all Work as required by the Contract Documents and all applicable building codes, rules, regulations, statutes and laws. Contractor shall conduct preconstruction surveys and provide photo/video of any existing damage in areas where new construction is to take place prior to the start of the Work. Contractor represents and warrants that the Subcontractors, manufacturers, vendors and suppliers engaged or to be engaged by him are and will be familiar with the requirements for performance by them of their obligations.

§ 1.2.2.2 The Owner assumes no responsibility or liability for the physical conditions or safety of the Project Site or any improvements located on the Project Site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustments in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.2.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words and abbreviations that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 References in the Contract Documents to trade publications, industry and/or published standards or similar recognized standards, including but not limited to ANSI or ASTM Standards, Federal Specifications or Consumer Product Standards, the latest edition of the respective publishing agency, or latest date of publication including latest revisions in effect at the date of the bid opening shall be accepted as establishing the technical requirements that must be complied with, unless dated to the contrary in the Contract Documents. In addition, material furnished and work installed shall comply with all state laws, local ordinances, requirements of governmental agencies having jurisdiction as well as the applicable requirements of the codes and standards identified.

§ 1.2.3.2 All personal pronouns used in the Contract Documents, whether used in the masculine, feminine or neuter gender shall include all other genders, and the singular shall include the plural and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, sections, paragraphs and subparagraphs in these General Conditions, or (3) the titles of other documents published by the American Institute of Engineers. The inadvertent failure to capitalize such terms shall be of no significance.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-

subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's or Engineer's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Engineer, and, if applicable, the Engineer's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Disclosure of Information

Any public communications or disclosure of materials or information with respect to the Project by the Contractor and its employees and/or any Subcontractors related to this engagement, except as required by law, shall be subject to the Owner's prior written approval, including, without limitation, any promotional, marketing, media or other material or information related to the Owner or the Project.

§ 1.9.1 The Contactor and its employees and Subcontractors hereby agrees to indemnify and hold the Owner harmless from and against any cost, damage, liability, loss or claim arising from violation of Section 1.8.

§ 1.9.2 The Contactor shall specifically cause all Subcontractors or any other persons or entities performing any services, or furnishing any materials or equipment for the Work to warrant and represent all items set forth in this Section 1.8.

§ 1.9.3 The representation and warranty contained in this Section 1.8 shall survive the completion performance of the Work or earlier termination of the Contract.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

Except as otherwise provided in Section 4.2.1, the Engineer does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements

[Intentionally Omitted]

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an Engineer lawfully licensed to practice Engineering, or an entity lawfully practicing Engineering, in the jurisdiction where the Project is located. That person or entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 [Intentionally Omitted]

§ 2.3.4 The Owner shall furnish surveys upon written request of Contractor, to the extent necessary to complete the Work, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services, via the Engineer, required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish, via the Engineer, any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such three (3) day period and without prejudice to other remedies the Owner may have, correct such default or neglect. Such change orders shall be deemed executed by the Contractor, whether or not actually signed by the Contractor, and the Engineer may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Engineer’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Engineer

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Contractor further represents that, as a result of such examinations and investigations, the Contractor understands the Contract Documents and their intent and purpose, and is generally familiar with applicable codes, ordinances, laws, regulations and rules as they apply to the Work and the Contractor will abide by same.

§ 3.2.1.1 The Contractor shall be responsible to remove and/or relocate all items which interfere with the new construction and shall correct all visible code violations at no additional cost to the Owner. Such violations shall include, but not be limited to, electrical panel wires and fire stopping at fire-rated partitions.

§ 3.2.1.2 The Contractor shall inspect portions of the Project in order to determine that such portions are in proper condition to receive subsequent Work. The Contractor represents that he has had and will have adequate access to the job site and building area in which the Work is to be performed.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, and at frequent intervals during the progress of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Should the Contractor perform any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without providing written notice to the Engineer, Contractor shall assume responsibility for such performance and shall bear all remediation costs.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer in writing any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations.

§ 3.2.5 Where existing conditions are obscured or concealed from the Owner of Engineer's view prior to the start of the Work, portrayal of such conditions in the Documents is based upon reasonable implications and assumptions. The Owner and Engineer do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

.1 Physical investigations and testing of existing conditions were not undertaken by the Engineer, unless so indicated in the Contract Documents.

§ 3.2.6 Except to any reported errors, inconsistencies or omissions, by executing the Agreement, the Contractor represents the following:

- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to (a) perform the work required to produce the results intended by the Contract Documents and (b) comply with all the requirements of the Contract Documents within the time permitted for the completion of the Work.
- .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the work, use of materials, selection of equipment and requirements of product manufacturers will be consistent with: (a) good and sound practices within the construction industry; (b) generally prevailing and accepted industry standards applicable to the Work; (c) requirements of any warranties applicable to the Work; and (d) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such reference is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the sole responsibility of the Contractor. § 3.3.1.1 Prior to the start of any portion of the Work, the Contractor shall (1) review any specified construction or installation procedures, including those as may be recommended by the proposed manufacturer; (2) advise the Engineer, in writing, if the specified procedure(s) deviate from good construction practice; (3) advise the Engineer, in writing, if following said procedure(s) will affect any warranty, including the Contractor's general warranty; (4) advise the Engineer, in writing, of any objections the Contractor may have to the specified procedure(s); and (5) propose to the Engineer, in writing, any alternative procedure(s) which the Contractor will warrant. Any and all losses, damages, liabilities or costs of correcting defective work unless, in compliance with this Section 3.3.1 shall be borne by the Contractor unless the Contractor gives timely written notice to the Owner and the Engineer that the means, methods, techniques, sequences or procedures referred to, indicated or implied in the Contract Documents may not be safe.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the

agent, servant or employee of Owner, or (2) create any partnership, joint venture or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Engineer in accordance with Section 3.12.8 or ordered by the Engineer in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Owner reserves the right to object to Contractor's use of persons who appear unfit or not skilled in the tasks assigned to them. Should any disorderly, incompetent, unfit, unskilled or objectionable person be hired or employed by the Contractor, upon or about the premises of the Owner, for any purpose or in any capacity, they shall, upon request of the Owner, be removed from the Project and not again be assigned thereon without the written permission of the Owner.

§ 3.4.4 Contractor is solely responsible for managing its labor and labor relations, including labor disputes or concerted activity, direct or indirect, without any delays or interference with the work schedule, the Owner's use of the building and/or other persons or entities performing work at the site. No delay in the performance of the Work shall be excused by reason of labor problems affecting the Contractor or any Subcontractor. The Contractor shall only employ labor on the Project or in connection with its Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Work to be performed as part of the Project. There shall be no disruptive activity at the Project for any reason by anyone employed by or engaged by the Contractor to perform its portion of the Work.

§ 3.4.5 In the event of strikes or labor disputes by the Contractor's forces, by other separate prime Contractors or by other Contractors performing Work for the Owner under other contracts, the Contractor shall continue with his Work and provide all necessary manpower as required to maintain the schedule and completion of the Project.

§ 3.4.6 Should it become necessary to create a separate entrance for a Contractor involved in a dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include but not be limited to signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

§ 3.4.7 No Change Order for an extension of time or additional compensation shall be granted for delays caused by labor or material disputes.

§ 3.4.8 Notwithstanding any other provision of the Contract Documents, Contractor shall perform at least twenty five (25%) percent of the field work with his its own full-time employees. For the purpose of the preceding sentence any part of the work performed by supervisory personnel (persons above level of foreman) or by office personnel shall not be considered part of the Work performed by Contractor's employees. Such items as bonds, certificates, shop drawings and similar items are not to be counted as satisfying the twenty five (25%) percent requirement.

§ 3.4.9 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within ten (10) days of the receipt of Notice to Proceed, shall furnish in writing to the Owner and Engineer a list showing the name of the manufacturer proposed to be used for each of the products identified in the

Specifications, and where applicable the name of the installing Subcontractor. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed manufacturer or installer. If adequate data on a proposed manufacturer or installer is not available; the Engineer may state that action will be deferred until the Contractor provides additional data. Failure to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents, and products furnished by the listed manufacturer shall conform to such requirements.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality, new and of recent manufacture unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements, including substitutions that were not approved or authorized by the Engineer, of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor and/or his successor and assigns will be responsible for and shall make correct any defects due to faults in labor and materials which may occur within two (2) years after Substantial Completion payment has been made, unless a longer time period is otherwise specified in the Contract Documents. The cost of correcting such defective work, including the cost of all damages of any kind sustained by the Owner, shall be borne by the Contractor as his sole cost and expense. All corrections to defective or deficient Work, materials or equipment shall be made at the convenience of the Owner.

§ 3.5.4 The warranty provided in this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law. The warranties required under the Contract Documents shall be extended to include the performance of any and all items of Work specified under the "proprietary", "patented", and other specified methods as well as procedures specifically required by the Contract Documents, thereby not relieving the Contractor of his general warranty obligations.

§ 3.5.5 The warranty of the Contractor provided in this Section 3.5 and in the Contract Documents shall be in addition to any warranty provided by equipment and material manufacturers. The Contractor's guarantee period shall not negate the longer guarantee period provided by equipment and material manufacturers

§ 3.5.6 During the guarantee period, the Contractor shall, at its own expense, promptly repair and put into first class condition any workmanship and materials in which defects may develop and shall, at its own expense, promptly replace all defective equipment, apparatus, fixtures and materials to the full satisfaction of the Owner.

§ 3.5.7 The Contractor shall assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

§ 3.5.8 The Contractor warrants good title to all materials, supplies and equipment installed or incorporated into the Work.

§ 3.5.9 The warranties set forth herein shall survive termination of the Contract between Contractor and Owner.

§ 3.6 Taxes

Owner is a tax exempt organization and shall take title to materials used in the Project in order to permit the tax exemption. There is no exemption from the sales or use tax on charges to the Contractor or any subcontractor for lease of tools, machinery, equipment or other property used in conjunction with the Project. The Contractor or any subcontractors shall be solely responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property, and for materials not incorporated in the Project and the amount of such taxes, if any, shall be deemed included in executed Base Bid.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.2.1 If the Contractor fails to give such notices, it shall be liable for, and shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents and (2) the Engineer, its consultants, employees, officers and agents against any resulting fines, penalties, judgments or damages, including reasonable attorney's fees imposed on or incurred by the parties indemnified hereunder. The Contractor shall pay any costs or fees incurred in such compliance; any fines or penalties imposed for the violations thereof and any costs or fees incurred by the Owner due to any such violation, including the costs to cure such violation.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.3.1 In the event any violations are placed upon the premises of the Owner by any public authority related to the Work, as a result of the acts or omissions of the Contractor, its employees, Subcontractors or others performing Work on the Contractor's behalf, the Contractor shall be solely responsible therefor and shall bear all costs attributable to the violation and correcting the condition(s) that prompted the issuance of the violation. Final payment in an amount at least sufficient to correct such violations as determined by the Engineer shall be withheld until such violations are cured.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Engineer's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

suspend any operations that would affect them and shall notify the Owner and Engineer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Certificate of Occupancy:

- .1 It shall be the responsibility of the Contractor, with cooperation of any and all subcontractors, to obtain all necessary approvals and releases from governing agencies having jurisdiction and to satisfy all requirements for the issuance and obtaining of the Certificate of Occupancy.
- .2 At such time as the Contractor makes application for the Certificate of Occupancy, at its own cost and expense, Contractor shall file and have sealed by a professional engineer licensed in the jurisdiction, the final affidavit(s) of certification that the Project has been constructed in conformance with filed documents, ordinances, rules and regulations and such other data that may be required by the governing agency or agencies having jurisdiction over the Project.
- .3 The Certificate of Occupancy shall be turned over to the Engineer prior to certification of final payment in conjunction with same.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, insurance, bonds, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall be changed upon request of the Owner for good cause shown. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be in writing.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Engineer of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Engineer may notify the Contractor, stating whether the Owner or the Engineer (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Engineer to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent. The superintendent shall be fluent in the English language (spoken and written), or, the Contractor shall furnish a full-time on-site interpreter, at no additional cost to the Owner, to facilitate communications with the Owner and the Engineer.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Engineer's approval. The Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

§ 3.10.4 Contractor shall attend progress meetings with the Engineer and such other persons as the Owner may require. The progress meetings shall include all key personnel on the job, including the Contractor and Subcontractor(s), or other persons in charge of various phases of the Work.

§ 3.10.5 The Contractor shall coordinate and supervise the Work performed by his Subcontractors and other participants in the Work to the end that Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Engineer, Owner, governmental inspectors and other agencies having jurisdiction over the Work and/or the Project, and delivered to the Engineer for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal

schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Engineer.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Engineer of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Engineer's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such notice, the Engineer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of Engineering or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately New York State licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely, in a reasonable and professional manner, upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Engineer at the time and in the form specified by the Engineer.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1 Without limitation of any other provision of the Contract Documents, the Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site, as revised from time to time. Without limitation of any other provision of the Contract

Documents, the Contractor shall comply with all directives given by the Owner in connection with the use and occupancy of the Project Site. The Contractor shall immediately notify the Owner, in writing, if during the performance of the Work the Contractor believes compliance with any portion of the rules, regulations or directives to be impracticable, setting forth the problem of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.

§ 3.13.2 The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project Site and the Buildings.

§ 3.13.3 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it is to be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall be held responsible for repairs, patching, or cleaning arising from such use.

§ 3.13.4 The Contractor shall provide all temporary access walkways, both interior and exterior, temporary partitioning and the like necessary to complete the operations. The Contractor shall maintain in an unobstructed condition all entrances and/or exits from present buildings.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any employees to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site as revised by time to time.

§ 3.13.6 Rules of Conduct:

1. No drinking of alcoholic beverages or use of controlled substances is allowed on the Property. No reporting to work impaired by alcohol or controlled substances. The Contractor shall be responsible to insure that its employees and Subcontractors' employees are not impaired to any degree.
2. All Contractors, Subcontractors, suppliers and their employees are to refrain from using indecent language. All doing so will be removed from the site. Artwork and decorations found on vehicles belonging to Contractor's or Subcontractor's employees parked on the school property, which contain indecent language or pictures shall either be covered or removed from the location.
3. All construction personnel shall wear photo ID badges. Photo ID badges are to be provided by the Contractor and shall be approved by the Owner.
4. The use of radios, tape players and the like are prohibited within the Project site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or

by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Final Cleaning.

§ 3.15.3.1 Clean each surface or unit to the condition expected in normal commercial building cleaning. Comply with manufacturer instructions. Complete the following cleaning operations before requesting inspection for Certificate of Substantial Completion.

1. Clean transparent materials including glass in doors windows. Replace any damaged glass.
2. Clean exposed finishes to a dust free condition, free of stains, fingerprints, films, soil, dirt and similar foreign substances. Clean floors as recommended by the manufacturers if new, if existing carpeted floors shall be vacuumed and wood, ceramic tile and vinyl tile floor floors shall be mopped.
3. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

§ 3.15.3.2 Remove temporary protection and facilities installed for protection of work during construction unless otherwise directed by the Owner or the Engineer.

§ 3.15.3.3 Comply with authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Engineer with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Engineer. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Engineer.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 Compliance with the requirements as to insurance shall not relieve the Contractor from liability under the indemnity provisions set forth in this Section 3.18.

§ 3.18.4 The Contractor's indemnity obligations shall, but not by way of limitation specifically include defending, indemnifying and holding harmless the Owner, the Engineer, the Engineer's consultants and agents and employees of any of them from any and all claims, losses, damages, suits, obligations, fines, penalties, costs, charges and expenses, which may be imposed or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor, or any person or firm directly or indirectly employed by such Contractor, with respect to violations of any applicable statute, rule or regulation, including the New York State Occupational Safety and Health Act and the Federal Occupational Safety and Health Act. In claims against any person or entity indemnified under this Section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.5 The Contractor's indemnity obligations shall, but not by way of limitation specifically include all claims and judgments which may be made against the Owner, the Engineer, and their consultants, agents and employees under the New York State Labor Law, similar laws of other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation, or alleged violation of public ordinances and requirements of governing authorities due to the Contractor's or its Subcontractor's method of execution of the Work.

§ 3.18.6 Whenever any party to the Agreement is required, in words or substance, to indemnify or hold harmless another party, whether or not the following is expressly included in whole or in part in the paragraph with regard to such particular indemnification and hold harmless provision, such indemnification and hold harmless provision shall include, but not be limited to, the payment or reimbursement of all judgments, claims, damages, losses, fees, costs, and expenses, and litigation costs and expenses, including, but not limited to, the reasonable fees of its attorneys and witnesses.

§ 3.18.7 The Contractor's indemnity obligations shall, but not by way of limitation specifically include defending, indemnifying and holding harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Engineer and its consultants, employees, officers and agents, against any actions, lawsuits or proceedings or claims or liens brought against each or any of them as a result of liens filed against the Contractor's project funds, including all the costs and expenses of defense of said liens, together with attorneys' fees.

§ 3.18.8 The Contractor's indemnity obligations shall, but not by way of limitation specifically include defending, indemnifying and holding harmless the Owner and Engineer of and from any and all liability for Contractor's violation of any laws and regulations applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as a result thereof.

§ 3.18.9 In the event that the Contractor shall fail or refuse to defend any claim or action for which indemnity and defense is provided in this Section 3.18, the Contractor shall be liable to the indemnified

party for all costs incurred by the indemnified party in defending such claim or action, including attorney's fees, and in recovering such defense costs from the Contractor.

ARTICLE 4 ENGINEER

§ 4.1 General

§ 4.1.1 The Engineer is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Engineer. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Engineer is terminated, the Owner shall employ a successor Engineer whose status under the Contract Documents shall be that of the Engineer.

§ 4.2 Administration of the Contract

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Engineer in all communications that relate to or affect the Engineer's services or professional responsibilities. The Owner shall promptly notify the Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance

with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Engineer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Engineer will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Engineer agree, the Engineer will provide one or more Project representatives to assist in carrying out the Engineer's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, but not more than fifteen (15) days from receipt of written request.

§ 4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Engineer will review and respond to requests for information about the Contract Documents. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to provide material and/or labor for the Project, on or offsite, with respect to a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Engineer of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Together with this list of names, the Contractor shall submit to the Engineer a written statement concerning the proposed award to any Subcontractor, which statement shall contain evidence that the proposed Subcontractor has satisfactorily completed similar subcontracts as contemplated under the Contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent of the Contract Documents and such other information as the Engineer or Owner may reasonably require. Within 14 days of receipt of the information, the Engineer may notify the Contractor whether the Owner or the Engineer (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Engineer to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed where a subcontractor is rejected by the Owner as being deemed unqualified to perform the particular Work subcontracted by the Contractor or for having too many current projects.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Engineer makes reasonable objection to such substitution.

§ 5.2.5 Upon approval by Owner of the subcontractors, vendors, suppliers, etc., Contractor shall enter into written subcontract agreements with subcontractors, vendors, suppliers and the like. Copies of all subcontract agreements in excess of 5% of the Contract Amount and all such purchase orders shall be furnished to the Owner upon request.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The Contractor shall not enter into any subcontract, contract, agreement, purchase order or other arrangement for the furnishings of any portion of the materials, services, equipment or Work with any party or entity if such party or entity is an Affiliated Entity, unless such arrangement has been approved by the Owner, after full disclosure of the relationship and all details relating to the proposed arrangement.

§ 5.3.1.1 The term "Affiliated Entity" means any entity related to or affiliated with the Contractor with respect to which the Contractor has direct or indirect ownership or control, including, without limitation:

- .1 Any entity owned in whole or in part by the Contractor;

- .2 Any holder of more than ten percent (10%) of the issued and outstanding shares of, or the holder of any interest in, the Contractor; or
- .3 Any entity in which any officer, director, employee, partner or shareholder or member of the family of any of the foregoing persons) of the Contractor or any entity owned by the Contractor has a direct or indirect interest, which interest includes, but is not limited to, that of a partner, employee, agent or shareholder.

§ 5.3.2 All Subcontracts over \$5,000 shall be in writing.

§ 5.3.3 The Contractor shall require each subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor by the Contract Documents assumes toward the Owner and Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. The Contractor shall make available to each proposed subcontractor, prior to execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of the Contract Documents available to their respective proposed sub-subcontractors.

§ 5.3.4 The Contractor shall promptly notify the Owner and Engineer of any material defaults by any subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

Upon such acceptance of the assignment of a subcontract, the Contractor shall promptly furnish to the Owner true and correct copies of the designated subcontract agreements and purchase orders and the Owner shall only be required to compensate the subcontractor for compensation accruing to the subcontractor for Work done or materials delivered after the date on which the Owner accepts the assignment of the subcontract. All sums due and owing by the Contractor to the Subcontractor for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement shall constitute a debt between the subcontractor and the Contractor. When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract that accrue subsequent to the Owner's acceptance of the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 [Intentionally Omitted]

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Engineer of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Engineer of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 Each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Engineer will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work shall be the

basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer. A Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Engineer alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. A change in the Contract Sum shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties or express or implied acceptance of alterations or additions to the Work shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. Similarly, no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any enrichment or betterment, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor, and Engineer stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and Contract Schedule.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Engineer shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer may

prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Engineer;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be the basis for preparing a change order for final Owner approval.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified. The Engineer's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Engineer will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Engineer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Engineer's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Engineer and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Engineer's order for a minor change without prior notice to the Engineer that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 OVERHEAD AND PROFIT

§ 7.5.1 The combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

§ 7.5.1.1 For Work performed by the Contractor, and its subcontractors, materials men, etc., markup shall not exceed 10% of the total value of labor and material. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be on the basis of net increase if any.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Engineer in accordance with Section 9.8, provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy (or temporary certificates of occupancy) and any other permits, approvals, licenses and other documents from any governmental authority having jurisdiction over the Work necessary for the beneficial occupancy of the Project or any part thereof. The Work of this Project will be shall be substantially complete on or before the dates indicated in the construction schedule. Work remaining to be completed after Substantial Completion shall be limited to items which can ordinarily be completed within the period between the payment at the time of substantial and final payment. Actual damages may be assessed if specified completion dates are not adhered to by the Contractor.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The date of Final Completion of Work is the date all of the Work required under the Contract Documents is completed, all required materials have been delivered to Owner and all applicable licenses, permits, certificates or approvals have been obtained by the Contractor and delivered to the Owner.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.2.1 Unless the date of commencement is established by the Contract Documents or a notice to proceed is given by the Owner, Contractor shall notify Owner in writing not less than 5 days or other agreed upon time period before commencing the Work to permit the timely filing of mortgages, mechanic’s liens and other security interests.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Engineer, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Engineer determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Engineer may determine.

§ 8.3.1.1 The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor (2) could not be limited or avoided by the Contractor’s timely notice to the Owner of the delay, (3) is of a duration not less than one (1) day and the Contractor has made all reasonable efforts to recover the alleged lost time. No extension of time will be granted for changes in Work for labor disputes,

picketing, hand billing, refusal to deliver, work stoppages due to asbestos removal, or stoppages not authorized by the Owner.

§ 8.3.1.2 An extension or extensions of time may be granted subject to the provisions of this Article, but only after written application therefore by the Contractor.

§ 8.3.1.3 An extension of time shall be only for the number of days of delay which the Engineer may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but if at all, only the actual period of delay as determined by the Engineer.

§ 8.3.1.4 The Contractor shall be responsible for labor peace on the Project and shall at all times exert its best efforts and judgment as an experienced Contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances and shall at all times, maintain Project wide harmony.

§ 8.3.1.5 The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes, except as specifically provided for elsewhere in these General Conditions.

§ 8.3.1.6 When the Contract Time has been extended, as provided under this Paragraph 8.3.1, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs or other similar costs.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Contractor agrees to make no claims for damages for delay in the performance of this Contract occasioned by any act, or failure to act, of Owner or Engineer, Engineer's consultants or any of their representatives or employees. Contractor agrees that any such claim shall be compensated for solely by an extension of time. The Contractor hereby expressly assumes the risk of all delays to the Work, and waives all claims for monetary damages or additional payment for delays to the Work provided that the Contract Schedule is extended for excusable and acceptable delays as defined in Section 8.3.1. Should the Contractor sustain any damage or delay through any act or omission of any other contractor having a contract with the Owner or should the Contractor sustain any damage or delay through any act of omission of a subcontractor, the Contractor shall have no claim against the Owner or Engineer for such damage or delay, but shall solely have a right to recover or to claim such damage from the other contractor or subcontractor.

§ 8.4 DAMAGES

§ 8.4.1 Contractor realizes that time is of the essence on this Contract and the date of Substantial Completion shall be no later than the date set forth in the Contract documents. The Contractor understands that substantial disruption of the Owner's operations will occur if the Project is not completed by the scheduled date of Substantial Completion. In the event the Contractor fails to substantially complete the work under this contract by said scheduled date(s), the Contractor will be assessed damages as defined in paragraph 1.8.(B) of the Bidding Requirements and will, at the sole discretion of the Owner, be subtracted from the payment due the Contractor (or, if the amount due the Contractor as Payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where a delay is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of Government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, or delays of subcontractors of Suppliers due to such causes. Delay in acquisition of materials other than by reason of or

freight embargoes will not constitute a delay excusable under this provision unless approved by the Owner in writing. § 8.4.2 The time lines provided herein for the making of claims shall be a condition precedent to any payment for such claims or the granting of an extension of time. Failure of the Contractor to comply with the time and notice provisions shall be an absolute bar to making any payment to or extending the time of the Contractor for such claim. All claims of any type seeking any monies or an extension of time shall be accompanied by full documentation. A claim submittal without full documentation shall be rejected by the Engineer and, if not timely resubmitted within the original claim period, as set forth above, shall be waived.

§ 8.4.3 The Contractor shall be liable for all additional costs incurred by the Owner due to the failure of the Contractor to complete each Phase as required. The additional costs shall include but not be limited to the following:

§ 8.4.3.1 Staff, as required, to make the facility accessible to the Contractor; for the Engineer and Consultants to perform inspections after the completion date of each phase. Expenses and costs incurred by the Owner for additional services of the Owner's Representative, in addition to additional inspections.

§ 8.4.4 The cost of additional inspections by the Engineer and their consultants will be at the rate of \$250.00 per hour per consultant.

§ 8.4.5 The said sum per calendar day and additional costs set out above, shall constitute the damages incurred by the Owner for each day of delay beyond the agreed upon dates of Substantial Completion. Such Damages shall be in addition to any other damages (other than reason of delay) Owner may incur as a result of Contractor's breach of Contract, to include those which may be incurred pursuant to of the General Conditions.

§ 8.4.6 This section shall in no way prevent the Owner from enforcing any other remedies it may be entitled to pursuant to the Contract, including the right of termination, and in the case of termination, any damages suffered by the Owner shall not be considered damages by reason of delay, regardless of the reason for termination.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1.1 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents, provided, however, that any such withholding shall be limited to an amount sufficient, in the reasonable opinion of the Engineer, to cure any such default or failure of performance by the Contractor.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Engineer before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Engineer. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Engineer and supported by such data to substantiate its accuracy as the Engineer may require, and

unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Engineer require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Engineer, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay 95% of the amount due the Contract on account of progress payments, subject to the retention set forth in sub-Section § 9.3.1.4 below.

§ 9.3.1.4 When the Work or major portion thereof as contemplated by the term of the Contract are substantially complete, the Contractor shall submit to the Engineer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisitions, the Engineer shall certify and the Owner shall promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens and/or judgments against the Contractor, which have not been suitably discharged, as determined by the Engineer. Any claims, liens, judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 The Contractor must furnish the following information where payment is requested for materials and equipment stored off the Project site, as part of its Application for Payment:

1. Type of material must be specifically identified by the Contractor.
2. List identifying each location where materials are stored off the Project site and the value of the materials at each location.
3. Contractor must furnish an invoice from his supplier showing the total value of the material and/or equipment being stored off site.
4. Contractor must provide a Certificate of Insurance for the full value of the stored items plus ten (10%) percent.
5. Contractor must execute a Security Agreement.
6. Contractor must execute a bill of Sale for stored material and/or equipment.
7. Contractor must file a UCC-1 Form with the Security Agreement.
8. Proof that each off-site storage location is a bonded warehouse.

9. Consent of surety if required prior to payment for any materials stored off the Project site.

§ 9.3.2.2 Stored materials shall be protected from diversion, destruction, theft and damage. Materials stored off the Project site shall be marked specifically for use on the Project and segregated from other materials at the storage facility.

§ 9.3.2.3 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Applications for payment from Contractors will not be accepted unless they are accompanied by the documentation required by the Contract Documents, including but not limited to Certified Payrolls for all individuals performing Work on the Project directly or indirectly through the Contractor and its Subcontractors. Applications for payment that are missing information will be returned without action by the Engineer or Owner.

§ 9.3.5 The Contractor shall save and keep the Owner and Owner's property free from all liens and claims, legal or equitable, arising out of Contractor's Work. In the event any such lien is filed by anyone claiming by, through or under the Contractor, the Contractor shall remove, bond and discharge same within ten (10) days of the filing thereof. The Contractor further expressly undertakes to defend, indemnify and hold harmless the Owner, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against the Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor or any subcontractors or any portion of the property of the Owner. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment resulting from any such actions, lawsuits or proceedings.

§ 9.4 Certificates for Payment

§ 9.4.1 The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due, and notify the Contractor and Owner of the Engineer's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Engineer's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the Work and the data in the Application for Payment, that, to the best of the Engineer's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Engineer. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received

from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 failure to carry out the Work in accordance with the Contract Documents.
 - .8 Failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or current certificate of insurance (naming Owner as additional insured party);
 - .9 Owner sustaining damages as a result of Contractors failure to give notice of errors, omissions or inconsistencies; or
 - .10 Failure of Contractor its subcontractors to comply with requirement to maintain record drawings.

§ 9.5.2 When either party disputes the Engineer's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed to the Engineer's satisfaction, certification will be made for amounts previously withheld.

§ 9.5.4 If the Engineer withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Engineer and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer.

§ 9.6.1.1 No partial payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor, subcontractor or vendor of any of its obligations hereunder with respect hereto. The Owner shall make no payment until the Owner has received from the Contractor a release of liens for the Contractor and all subcontractors for the portion of the Work covered by prior progress payments.

§ 9.6.1.2 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however,

that any such hold back shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

§ 9.6.1.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work of the Contractor, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect to: (1) deduct an amount equal to that to which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue through the Engineer a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Engineer shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision. Requisitions for payment from Contractors will not be accepted unless they are accompanied by the proper documentation, inclusive of Certified Payrolls, Labor and Material Affidavits and daily Wage Affidavit. The Certified Payrolls must also include subcontractors.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Engineer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion.

§ 9.8.3.1 Except with Consent of Owner, the Engineer will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Engineer for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 In the event the Contractor does not achieve final completion within ninety (90) days after the date of Substantial Completion, allowing for any approved extensions of the Contract Time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the Work within the timeframe set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is

substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Such occupancy does not relieve the Contractor from completing the Work within the time period specified in the Contract Documents. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, and shall not determine the date of Substantial Completion

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection. When the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Engineer shall not issue the final certificate for payment until all warranties and guarantees have been received, accepted and approved by the Engineer and Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- .5 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall provide for the safety and protection of the Project site, all persons who may come in contact with the Work, and all real and personal property located at or adjacent to the Project Site. Without limitation to the foregoing, Contractor shall, at Contractor's sole cost and expense, take precautions for the safety of, and shall provide protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss, and shall comply with all applicable provisions of governing agencies (State, Federal and Municipal) as they affect the operations of the Work and insure that all machinery, openings, excavations and other physical hazards be guarded in accordance with the Occupational Safety and Health Act of 1970, as amended to date. In case of conflicts, the most stringent restriction or standards shall apply.

§ 10.2.2.1 The Contractor agrees, in order that the Work will be completed with the greatest degree of safety, to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) as amended and the Construction Safety Act of 1969 as amended, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts, and shall indemnify and hold harmless the Owner, the Engineer, and all their employees, consultants and representatives from and against any and all claims, damages, losses suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any Subcontractor or any person or firm directly or indirectly employed by such Contractor with respect to violations of OSHA or other safety requirements, rules and/or regulations.

§ 10.2.2.2 Any reference made to rules and regulations promulgated by various governmental agencies in the Contract Documents are for the Contractor's benefit. Compliance with said regulations by workers employed by the Contractor or by subcontractors is the sole responsibility of the Contractor; and that, notwithstanding any reference to any rule or regulation, that the Engineer or the Owner or any of their representatives or employees is not assuming any duty to provide supervision of construction methods.

- .1 Contractor shall assign one person from its staff to be on-site safety coordinator.

- .2 Contractor is solely responsible for overall job site safety, the safety of its employees and the conduct of its work and that of its subcontractors.
- .3 Contractor affirms it is fully versed in all State, Federal and local regulations pertaining to safety, including OSHA regulations pertaining to any and all construction operations.

§ 10.2.2.3 The Contractor shall promptly report in writing to the Owner and Engineer all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements of any witnesses.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advanced notice and shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Engineer of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon direction of the Owner. By Change Order, the Contract Time may be extended appropriately.

§ 10.3.2.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated biphenyls (PCB) from the site. In this condition, all Contract Specifications and drawings shall govern the handling of the material.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Engineer, and Engineer's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.1.2 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same policy limits specified for mandatory coverage for the duration of the Project;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of § 11.1.2 but required by the Contract Documents to provide insurance required by said Section;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.1.3 Certificates of Insurance: Each certificate shall include the following clause:

1. It is agreed that prior to any cancellation of, or material change in the policies certified to on this Certificate, 30 days written notice, by certified mail, return receipt requested, shall be sent to the Owner, Owner's Representative, and OLA Consulting Engineers,, PC ("OLA"), prior to the effective date of such change or cancellation."
2. Shall specifically describe the work to be performed and the job site location.
3. Shall include to the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the Owner, Engineer, their Consultants and their respective members, directors, officers, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all losses, claims, costs, damages, expenses, and attorneys' fees, arising out of or resulting from the performance of the Work, or by Contractor's breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnatee hereunder. The Contractor and each of its Subcontractors and to all Shared Services Contacts (Purchase Order Agreements) shall include the Owner, Engineer and their Consultants as Additional Insureds on their casualty and commercial liability insurance policies on a primary and non-contributory basis, including a waiver of subrogation, acceptable to Owner, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured and the endorsement shall not require a written agreement with the Additional Insureds. Additional Insured status shall be provided by ISO endorsement CG 20-38, 04 13 and CG 20 37.
4. A copy of the endorsement(s) providing additional insured sections must be attached to the Certificates.

§ 11.1.3 The Contractor acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner with a Certificate of Insurance, evidencing the requirements have been met, prior to the commencement of the work or use of the facilities. Failure to provide said insurance shall cause the immediate suspension of all work and possible cancellation of this contract.

SEE SECTION III (GENERAL REQUIREMENTS) PARAGRPH 7 OF THE BID SCOPE DOCUMENT FOR INSURANCE REQUIREMENTS AND MINIMUM LIMITS

9. Builders Risk: Unless otherwise provided for hereunder, the Contractor shall purchase and maintain throughout the course of the entire contract, and until final acceptance, a Builders Risk policy providing a Builder's Risk Coverage Form or Builder's Risk Renovation Form in an amount equal to 100% of the construction replacement cost.

The coverage format shall be the "Special Coverage" form (all risk) naming the Owner, the Contractor and all sub-contractors and suppliers as their interest appear. Loss, if any, shall be payable to the Owner as trustee for all interests. Contractor shall be solely responsible for the cost of any deductible.

11. Flood and Earthquake Coverage: The Contractor, prior to commencing any work on the Project, shall ascertain whether the site is subject to the perils of Flood, Mudslide and/or earthquake. If the exposure is present, the Contractor, at his sole cost and expense, shall purchase and maintain coverage for the duration of the contract.

12. Equipment, Tools and Supplies: By signing this contract, the Contractor agrees and understands that he is solely responsible for all loss to any tools, equipment or supplies, owned, rented, or leased, stored at or off the site. Further, the Contractor certifies that he has provided, or will provide notice to this effect to all sub-contractors and suppliers.

§ 11.1.5. Subcontractors Insurance: The Contractor agrees to provide all sub-contractors with a copy of these insurance requirements and further, agrees to require all subcontractors, manufacturers and suppliers to provide evidence of insurance of the same coverage and limits as are required from the Contractor pursuant to Section 11.1.4.

§ 11.1.6. The Contractor shall maintain a separate record of each subcontractors' insurance certificates and said records shall be available for inspection by the Owner, Owner's Representative, and OLA for a period of 2 years from the date of final acceptance.

§ 11.1.7. The Contractor shall not permit any subcontractors on the site until acceptable certificates of insurance have been filed and approved.

§ 11.1.8. Waiver of Subrogation: All property insurance policies carried by the Contractor and his subcontractors shall contain a "Waiver of Subrogation" clause (including equipment floaters) to the effect that the Contractor agrees to waive all rights of subrogation against the Owner, Owner's Representative and OLA.

§ 11.1.9 The signing of this contract acknowledges that the Contractors have notified their insurance carriers accordingly.

§ 11.1.10. Renewal Certificates of Insurance: Renewal Certificates of Insurance must be filed with the Owner, Owner's Representative and OLA at least 30 days prior to the expiration of any policy.

§ 11.1.11. Job Safety: The Contractor shall assign one person from his staff to be on the job site safety coordinator. The Contractor is solely responsible for overall job site safety, the safety of his employees and the conduct of his work and that of his subcontractors.

The Contractor agrees to cooperate and comply in full with the insurance representatives of the Owner, Owner's Representative and OLA with respect to any safety recommendations or requirements.

The Contractor affirms he is fully versed in all State, Federal and local regulations pertaining to safety including OSHA and Department of Labor regulations, pertaining to his trade and construction operations.

§ 11.1.12. Products, Completed Operations: The contractor is required to, and agrees to carry Products and Completed Operations coverage.

§ 11.1.13. Certificates of Insurance shall be filed to this effect, annually with the Owner, Owner's Representative and OLA and the Contractor shall obtain and record like certificates from his sub-contractors.

§ 11.1.14. Insurance Carriers: All insurance carriers providing coverage on the project must be licensed to do business in the State in which the project is located, and in the State in which the Contractor is domicile. The Companies must be Best “Secured” rated or better.

§ 11.1.15. If at any time, any policy required herein shall be or become unsatisfactory to the Owner, as to form or substance, or if the issuing company shall be or become unsatisfactory, the Contractor, upon written notice from the Owner, shall promptly replace said unsatisfactory insurance.

§ 11.1.16. Failure to provide, maintain or deliver satisfactory insurance during the course of this project, at the election of the Owner, the contractor maybe declared suspended, discontinued, or terminated.

§ 11.1.17. Failure to provide and maintain proper insurance under this contract shall not relieve, nor be construed to conflict with or otherwise limit the contractual obligations of the Contractor.

§ 11.1.18. In the event that any claims, or claims aggregate be in excess of the insured amounts, filed by reasons of any operations under this contract, the Owner, at its sole opinion, may withhold from payments due or to become due the Contractor amounts equal to the excess of such claims, until the Contractor has provided evidence of additional financial security covering such claims, in a form satisfactory to the Owner.

§ 11.1.19. All the policies of insurance referred to in this Article 11 shall be issued in the names of the Owners, the Engineer, the General Contractor, and his sub-contractors. Said policy shall be endorsed to indicate that the term “Insured” shall include the “Owner” Owner’s Representative and OLA and be deemed to include their authorities, boards, bureaus, departments and officers thereof in their official capacities. In all cases regarding insurance referred to in these specifications, certificates shall be provided to the Owners, Owner’s Representative and Engineers & Engineers.

§ 11.1.2. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2. Owner’s Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved the Contract Sum and Contract Time shall be equitably adjusted. The cost of the insurance shall be charged to the Owner by a Change Order.

§ 11.2.3 Notice of Cancellation or Expiration of Owner’s Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any

property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor and (2) The Contract Time and Contract Sum shall be equitably adjusted. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Contractor of any contractual obligation to provide required insurance.

§ 11.3. Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Engineer, Engineer's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. If such insurance is purchased, the Owner waives all rights of action against the Contractor and Engineer for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Engineer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Engineer and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 BID BOND, PERFORMANCE BOND AND PAYMENT BOND

§ 11.6.1 BID BOND.

§ 11.6.1.1 A Bid Bond will be required for this project. The American Institute of Architects Document A310, February 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to TEN (10%) percent of the total amount of the bid including alternates, or a Bid Bond in the amount of TEN (10%) of the bid, including alternates, payable to the Owner, and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee retained by the Owner shall be larger amount of (a) the Bid Bond or (b) the difference between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work.

§ 11.6.1.2 Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be Best "Secured" rated or better.

§ 11.6.1.3 Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.

§ 11.6.1.4

All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

§ 11.6.2 PERFORMANCE AND PAYMENT BOND

§ 11.6.2.1

Performance and Payment Bond will be required for this project. The bond premiums will be paid for by the Contractor. The American Institute of Architects, AIA Document A312, 2010 edition, entitled "Performance Bond" and AIA Document A312, 2010 edition, entitled "Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.

§ 11.6.2.2 Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner, and shall be underwritten by a surety company authorized to do business in the State of New York.

§ 11.6.2.3 Every Bond under this paragraph must display the Surety's Bond Number. Each bond must be accompanied by an original Power of Attorney, giving the name of attorney's in fact and extent of bonding capacity.

§ 11.6.2.4 The Surety Company shall be obligated for the bonds for a two year period after substantial completion.

H. All Surety Companies shall be permitted to do business in the State of New York and be A.M. Best Rating of "A" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category.

§ 11.6.2.5 No meeting is required to be offered, arranged or held with the Owner, Contractor and surety prior to termination of the Contract or Contractor.

§ 11.6.2.6 A rider including the following provisions shall be attached to each Bond:

.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

.2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

.3 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the request of any governmental authority having jurisdiction over the Project or the Work of the Engineer or to requirements specifically expressed in the Contract Documents, said portion of the Work, if requested in writing by such governmental authority or by the Engineer, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Engineer or governmental authority with jurisdiction has not specifically requested to examine prior to its being covered, the Engineer or such governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion, the Contractor, a subcontractor or anyone for whom either is responsible damages any portion of the Work or premises, including without limitation, mechanical, electrical, plumbing and/or other building systems, machinery, equipment or other mechanical devices, the Contractor shall cause such item(s) to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Sections 9.8 and 9.9, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously

given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The obligations under § 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by defective Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in the New York Supreme Court located in Westchester County.

§ 13.1.1.1 The Contractor shall at all times observe and comply with all Federal and State Laws, and all laws, ordinances and regulations of the Owner, in any manner affecting the Work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction over the Work, and the Contractor shall indemnify and hold harmless the Owner and all its officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employees or agents. Historical lack of enforcement of any law, statute, ordinance or regulation, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law, statute, ordinance or regulation in a manner consistent with the Contract Document unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of the law, statute, ordinance or regulation.

§ 13.1.2 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

.1 No laborer, workman or mechanic in the employ of the Contractor, any subcontractor or any other person doing or contracting to do the whole or any part of the Work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in one (1) calendar day or more than five (5) days in one (1) week, except in emergencies set forth in the Labor Law;

.2 The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law (see Prevailing Wage Rates 01 3554-1); and,

.3 The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any of the Work done thereunder on a second conviction of willfully paying less than: (a.) the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or, (b.) the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.3 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

.1 In hiring of employees for the performance of the Work under this Contract or any subcontract hereunder of for the manufacture, sale or distribution of materials, equipment or supplies, hereunder, no Contractor or subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, disability, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the Work, or any portion thereof, to which the employments relates;

.2 No Contractor, subcontractor nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex or national origin;

.3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and,

.4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.4 During the performance of this Contract, the Contractor agrees as follows:

.1 The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status;

.2 If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter collectively referred to as "Non-Discrimination Clauses"). If the Contractor was directed to do so by the Owner as part of

the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that such labor union representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these Non-Discrimination Clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these Non-Discrimination Clauses. If such labor union or representative fails or refuses to comply with the foregoing request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal;

.3 If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine;

.4 The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status;

.5 The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, and will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these Non-Discrimination Clauses and such section of the Executive Law, and will permit access to the Contractor's books, records and accounts by the Owner, the State Commissioner on Human Rights, the Attorney General and the Industrial Commissioner, for the purposes of investigation to ascertain compliance with the Non-Discrimination Clauses and such sections of the Executive Law, Civil Rights Law;

.6 This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the Non-Discrimination Clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these Non-Discrimination Clauses. Such findings may be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these Non-Discrimination Clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law; and,

.7 The Contractor will include the provisions of the Non-Discrimination Clauses in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of each subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or

remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly notify the Owner and the Attorney general requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Except as explicitly stated otherwise in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Engineer, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Engineer of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Engineer's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.

§ 13.4.5 If the Engineer is to observe tests, inspections, or approvals required by the Contract Documents, the Engineer will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 WRITTEN NOTICE

All notices to be given hereunder shall be in writing and may be given, served, or made (1) by depositing the same in the United States mail addressed to the authorized representative (as identified in the Contract between the Contractor and Owner) of the party to be notified, postpaid and registered or certified with return receipt requested; (2) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with Federal Express or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (3) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail in accordance with the provisions hereof shall be effective, unless otherwise stated in the Agreement, from and after the fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in by overnight delivery shall be effective one day after deposit with nationally recognized overnight delivery service. Notice given by hand delivery is effective upon delivery. All notices to be given to the parties hereto may be sent by the parties or their representatives, agents or attorneys and shall be sent to or made at the address set forth in the Contract between the Contractor and Owner. By giving the other parties at least seven (7) day's written notice thereof, the parties hereto shall have the right to change their respective addresses and authorized representatives to any other address in the United States of America.

§ 13.6 LIENS

If the Contractor or any of its subcontractors or suppliers should cause a Mechanic's Lien or Lien on Public Improvement to be placed upon the Owner's property or upon the Contract Sum, then the Contractor shall remove, bond or discharge same within thirty (30) days after actual notice of the lien by the entity placing the lien or by the Owner. The Contractor shall also be liable for any and all legal or bonding or insurance fees related to the removal of the such lien or the defense of any lien enforcement or foreclosure proceeding. If any such legal or bonding or insurance fees are paid by the Owner, then such fees may be deducted by the Owner from any moneys due or to become due to the Contractor.

§ 13.7 GENERAL PROVISIONS

§ 13.7.1 All personal pronouns used in this Contract, whether used in the masculine, feminine or neuter gender shall include all other genders, and the singular shall include the plural and vice versa. Each defined term may be used in its singular or plural form whether or not so defined. Titles of articles, paragraphs, and subparagraphs are for convenience only and neither limits nor amplifies the provisions of the Contract Documents. The use herein of the word "including", when following any general statement, term or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such general statement, term or matter.

§ 13.7.2 Whenever possible, each provision of the Contract Documents shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of the Contract Documents or portion thereof is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of the Contract Documents or valid portions of such provision, which are hereby deemed severable.

§ 13.7.3 No assignment, transfer, conveyance, subletting or other disposition of all or any part of the bid, award or Contract, or of any of the moneys due or to become due thereunder, or of any right, title or interest therein, or of the bidder's power to execute such Contract or to any other person, firm or corporation will be permitted or allowed without the prior written consent of the Owner and of the

surety(ies) on the Contractor's bond. The foregoing shall not be construed to prohibit subletting in the manner set forth in these General Conditions or assignments or transfers to such surety.

§ 13.7.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that the application of the unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted by the Engineer.

§ 13.8 VENTILATION DURING CONSTRUCTION

The Contractor shall provide ventilation of enclosed areas during performance of the Work as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture and condensation.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if all of the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or, in the absence of a default by the Contractor, because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination. The Owner shall not be responsible for damages or loss of anticipated profits on the Work not performed on account of a termination pursuant to § 14.1.

§ 14.1.4 [Intentionally Omitted]
Engineer

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 breaches any warranty made by the Contractor pursuant to the Contract Documents;
- .6 fails to furnish the Owner with assurances satisfactory to the Owner Evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

- .7 fails to satisfy, remove, discharge or bond any filed liens against the Owner, the Project or the Contract Sum;
- .8 disregards the instructions of the Engineer or Owner based on the requirements of the Contract Documents;
- .9 fails or neglects to prosecute the Work in such a manner to reasonably assure completion within the Contract Time;
- .10 fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or
- .11 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, Engineerthe Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed. The Contractor shall not be entitled to any other payments or to make a claim for damages. The Contractor hereby waives and forfeits all other claims for payment and damages, including but not limited to overhead and profit related to work terminated by the Owner pursuant to this § 14.4 and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 14.4.4 The Contractor shall continue to prosecute that portion of its Work that has not been suspended, delayed or interrupted and shall properly protect and secure the portion of its Work which is suspended, delayed or interrupted.

§ 14.4.5 The Owner shall incur no liability to Contractor by reason of such suspension, delay or interruption, except the Contractor may request an extension of its time to complete its Work in accordance with the Contract Documents.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Engineer, if the Engineer is not serving as the Initial Decision Maker. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.3.3 Claims by the Contractor must be made by written notice in accordance with the following procedures:

- .1** the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract as set forth in Section 15.1 and elsewhere;
- .2** failure of the Contractor to furnish the required claim documentation within the timeframe set forth above shall constitute waiver of the Contractor's right to compensation for such claim;
- .3** contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation;

- .4** claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
- a) general introduction;
 - b) general background discussion;
 - c) issues:
 - i. index of issues listed numerically;
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - d) all critical path method schedules (as-planned, monthly updates, schedules revisions and as-built, along with computer disks of all schedules related to the claim;
 - e) productivity exhibits (if appropriate); and,
 - f) summary of issues and damages;
- .5** supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to,
- General
- Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily records, subcontracts,
- fragmentary
- CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim;
- .6** supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records;
- construction equipment ownership, cost records or rental records; subcontractor or vendor
- files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims; and,
- .7** each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.

§ 15.1.3.4 No claim against the Owner for damages for breach of Contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

§ 15.1.3.5 No Estoppel

Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either

before or after the Final Completion and acceptance of the Work and payment therefore: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or any such termination, decision, order, letter, payment or certificate was untrue, incorrect, or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform with the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments made to it, or such damages as Owner may sustain by reason of Contractor's failure to perform each and every part of the Contract in strict accordance with its terms; or (3) both (1) and (2) hereto.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Engineer will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Engineer will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to the dispute resolution of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting

data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) business days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Engineer, if the Engineer is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 15.2.6 [Intentionally Omitted]

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien or lien on public improvement, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, may be subject to non-binding mediation upon mutual agreement of the parties.

§ 15.3.2 [Intentionally Omitted]

§ 15.3.3 [Intentionally Omitted]

§ 15.3.4 If the parties agree to non-binding mediation, they shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

[Intentionally Omitted]

TOWN OF BEDFORD

HOLD HARMLESS AGREEMENT

THIS FORM MUST BE SIGNED AND NOTARIZED

To the fullest extent permitted by law, the selected firm/Contractor will indemnify and hold harmless the Town of Bedford, its elected officials, officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses, and expenses, including reasonable legal fees, settlements and all court costs, and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor will defend and bear all costs of defending any actions or proceedings brought against the Town of Bedford, their officers, representatives, agents and employees, arising out of or relating to actions taken by the Contractor, its officers, directors, agents, employees and subcontractors, and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The Contractor hereby expressly permits the Town of Bedford to pursue and assert claims against the Contractor, its officers, directors, agents, employees and subcontractors, for indemnity, contribution and common law negligence concerning causes, claims or actions for damages for death and personal injury arising out of or relating to actions taken by the Contractor, except for any cause, claim or action arising out of or attributable to the negligent, reckless or intentional acts of the Town of Bedford or its agents and employees.

Subscribed and sworn to before me

this ____ day of _____, _____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

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PAYMENT BOND ADDENDUM

(AIA-A312-2010)

DRAFT AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

«Town of Bedford»
«Bedford Town House
321 Bedford Road
Bedford Hills, NY 10507»

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ «0.00»

Description:

(Name and location)

«425 Cherry Street: HVAC Upgrades»
«425 Cherry Street
Bedford Hills, NY 10507»

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

☐

None

☐

See Section
18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Engineer, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

1. No meeting is required to be offered, arranged or held with the owner, Contractor or Surety prior to termination of the Contract or the Contractor.
2. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
3. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid to Owner.
4. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.
5. The Surety is to be obligated under the Payment bond for a two (2) year period after the Owner submitted a claim or the last work was performed, whichever is earlier.

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

Signature:

Name and Title:

Address:

« »« »

« »

PERFORMANCE BOND ADDENDUM

(AIA-A312-2010)

DRAFT AIA[®] Document A312[™] - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

«Town of Bedford»
«Bedford Town House
321 Bedford Road
Bedford Hills, NY 10507»

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ «0.00»

Description:

(Name and location)

«425 Cherry Street: HVAC Upgrades»
«425 Cherry Street
Bedford Hills, NY 10507»

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this



None



See Section 16

Bond:

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »
Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and « »
Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Engineer, Engineer or other party:)

«MaryAnn Carr»
«Bedford Town House
321 Bedford Road
Bedford Hills, NY 10507»

« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

1. No meeting is required to be offered, arranged or held with the owner, Contractor or Surety prior to termination of the Contract or the Contractor
2. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
3. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid to Owner.
4. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

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<< >

Signature:

Name and Title:

Address:

<< >>< >

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SECTION VI

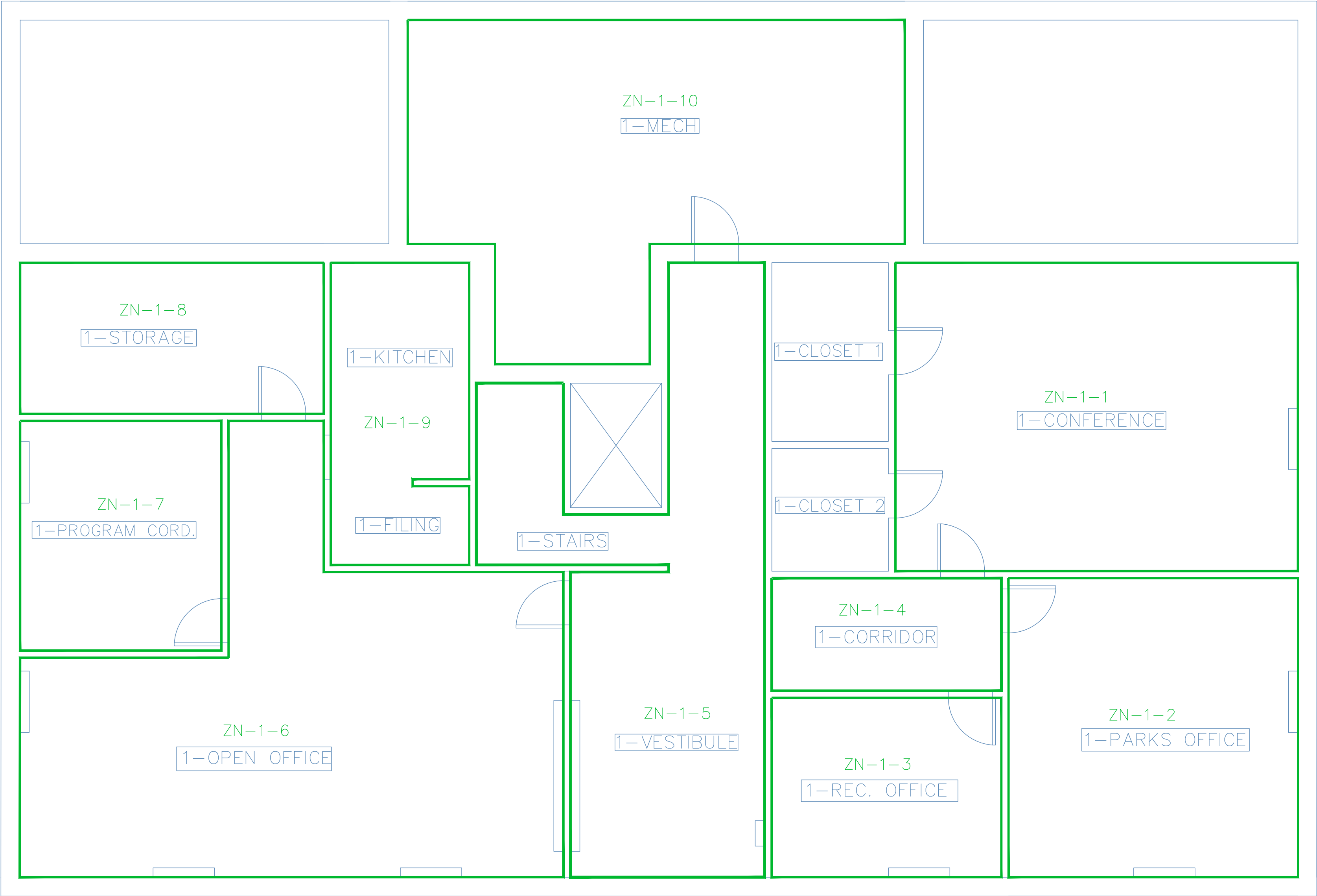
CONCEPTUAL MECHANICAL AND ELECTRICAL DRAWINGS
FOR REFERENCE



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olace.com

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425 CHERRY STREET
BEDFORD, NY 10507



NOTES:

1. PROVIDE ONE SPACE TEMPERATURE CONTROLLER FOR EACH "ZN" ZONE.
2. A "ZN" ZONE MAY REQUIRE MULTIPLE VRF CASSETTE UNITS WHICH SHOULD CONTROL TO A SINGLE SPACE TEMPERATURE SENOR IN THE ZONE.
3. PROVIDE A DEDICATED OUTSIDE AIR SYSTEM (DOAS) WITH ENERGY RECOVERY TO SERVE VENTILATION TO VRF CASSETTE UNITS ON EACH FLOOR. PROVIDE NEW DUCTWORK FROM DOAS/ERV SYSTEM TO EACH CASSETTE UNIT VENTILATION CONNECTION. SEE SCOPING DOCUMENT FOR ADDITIONAL SYSTEM REQUIREMENTS.



1 CONCEPTUAL MECHANICAL FIRST FLOOR ZONING PLAN
SCALE: 1/4" = 1'-0"

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DRAWING TITLE
**CONCEPTUAL MECHANICAL
FIRST FLOOR ZONING PLAN**

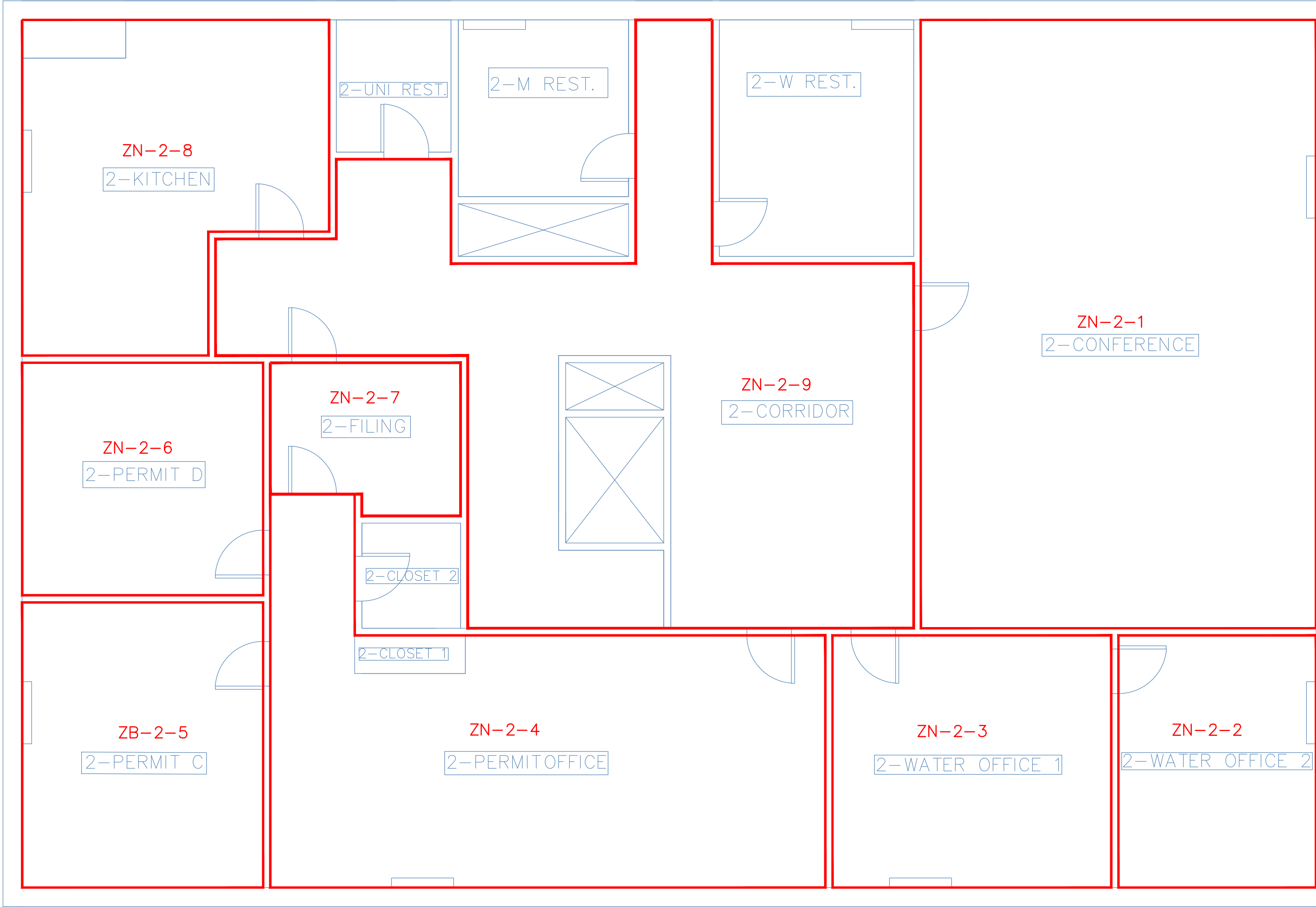
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 2. A "ZN" ZONE MAY REQUIRE MULTIPLE VRF CASSETTE UNITS WHICH SHOULD CONTROL TO A SINGLE SPACE TEMPERATURE SENSOR IN THE ZONE.
 3. PROVIDE A DEDICATED OUTSIDE AIR SYSTEM (DOAS) WITH ENERGY RECOVERY TO SERVE VENTILATION TO VRF CASSETTE UNITS ON EACH FLOOR. PROVIDE NEW DUCTWORK FROM DOAS/ERV SYSTEM TO EACH CASSETTE UNIT VENTILATION CONNECTION. SEE SCOPING DOCUMENT FOR ADDITIONAL SYSTEM REQUIREMENTS.
 4. PROVIDE NEW THERMOSTAT IN EACH RESTROOM TO CONTROL EXISTING ELECTRIC BASEBOARD HEATERS.



1 CONCEPTUAL MECHANICAL SECOND FLOOR ZONING PLAN

SCALE: 1/4" = 1'-0"

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SECOND FLOOR ZONING PLAN**

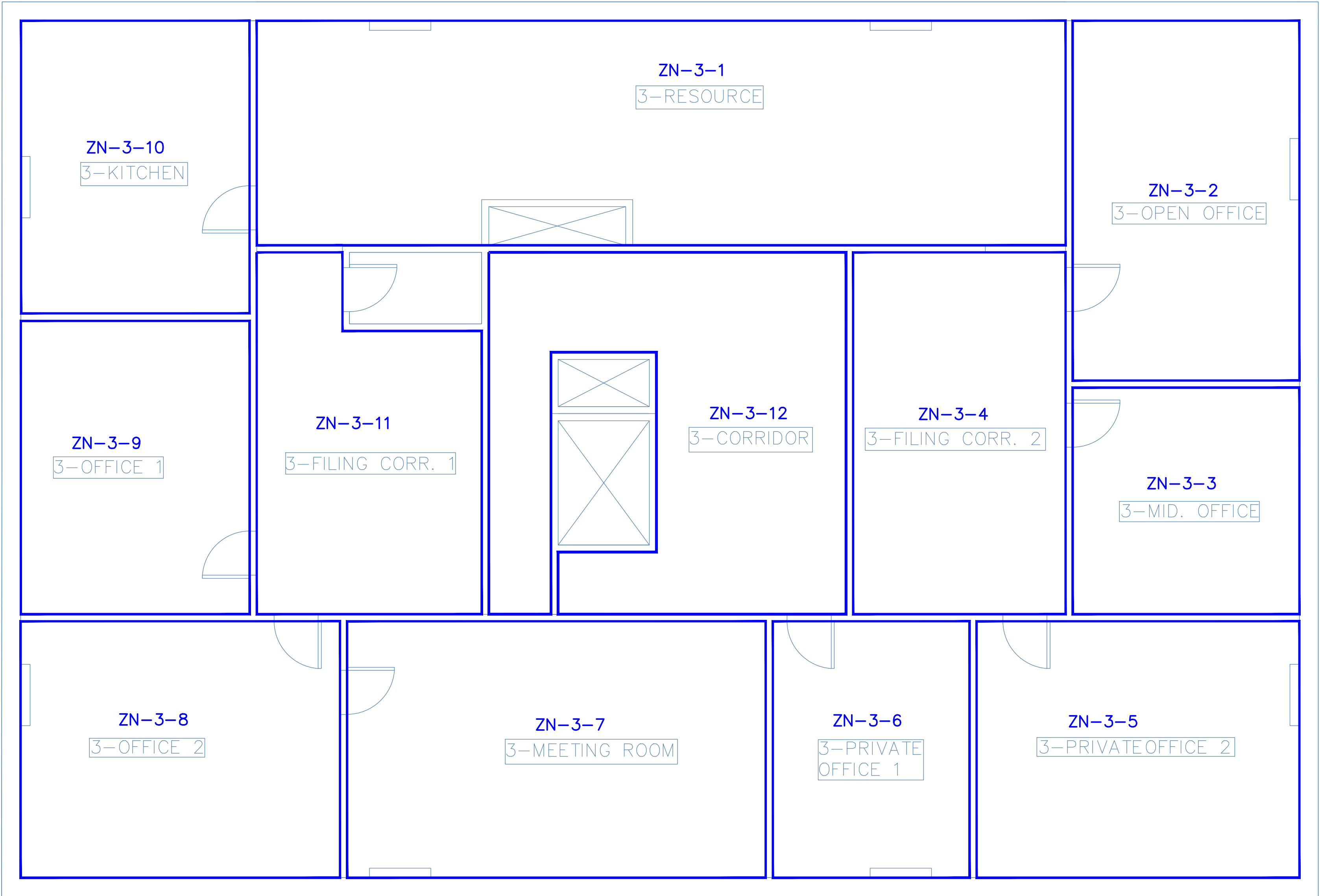
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 2. A "ZN" ZONE MAY REQUIRE MULTIPLE VRF CASSETTE UNITS WHICH SHOULD CONTROL TO A SINGLE SPACE TEMPERATURE SENSOR IN THE ZONE.
 3. PROVIDE A DEDICATED OUTSIDE AIR SYSTEM (DOAS) WITH ENERGY RECOVERY TO SERVE VENTILATION TO VRF CASSETTE UNITS ON EACH FLOOR. PROVIDE NEW DUCTWORK FROM DOAS/ERV SYSTEM TO EACH CASSETTE UNIT VENTILATION CONNECTION. SEE SCOPING DOCUMENT FOR ADDITIONAL SYSTEM REQUIREMENTS



1 CONCEPTUAL MECHANICAL THIRD FLOOR ZONING PLAN
SCALE: 1/4" = 1'-0"

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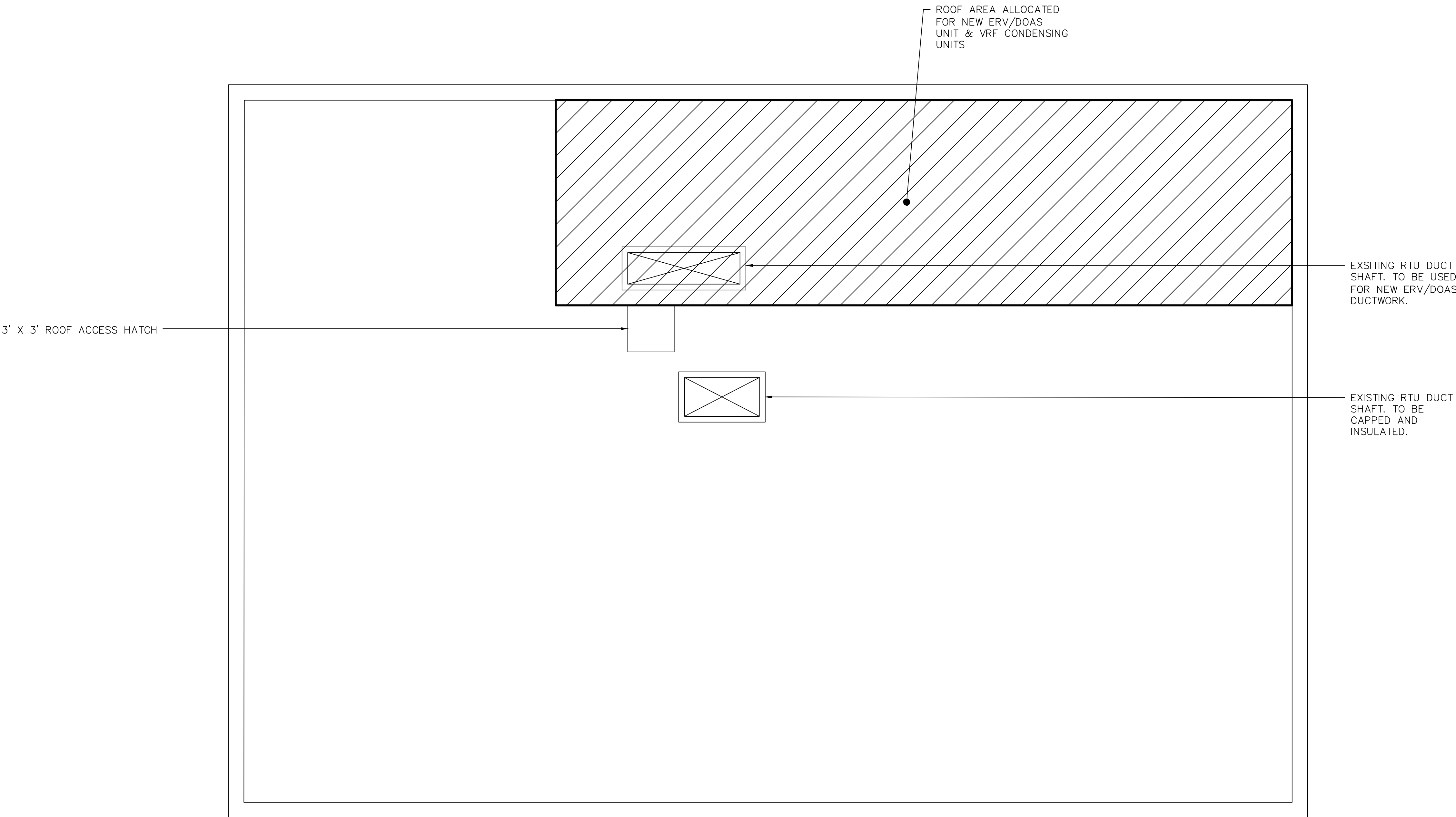
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THIRD FLOOR ZONING PLAN**

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	CHECKED BY	
	CB	
DATE		
11/5/21		



NORTH

1

CONCEPTUAL MECHANICAL ROOF PLAN

SCALE: 1/4" = 1'-0"

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CONCEPTUAL MECHANICAL
ROOF PLAN

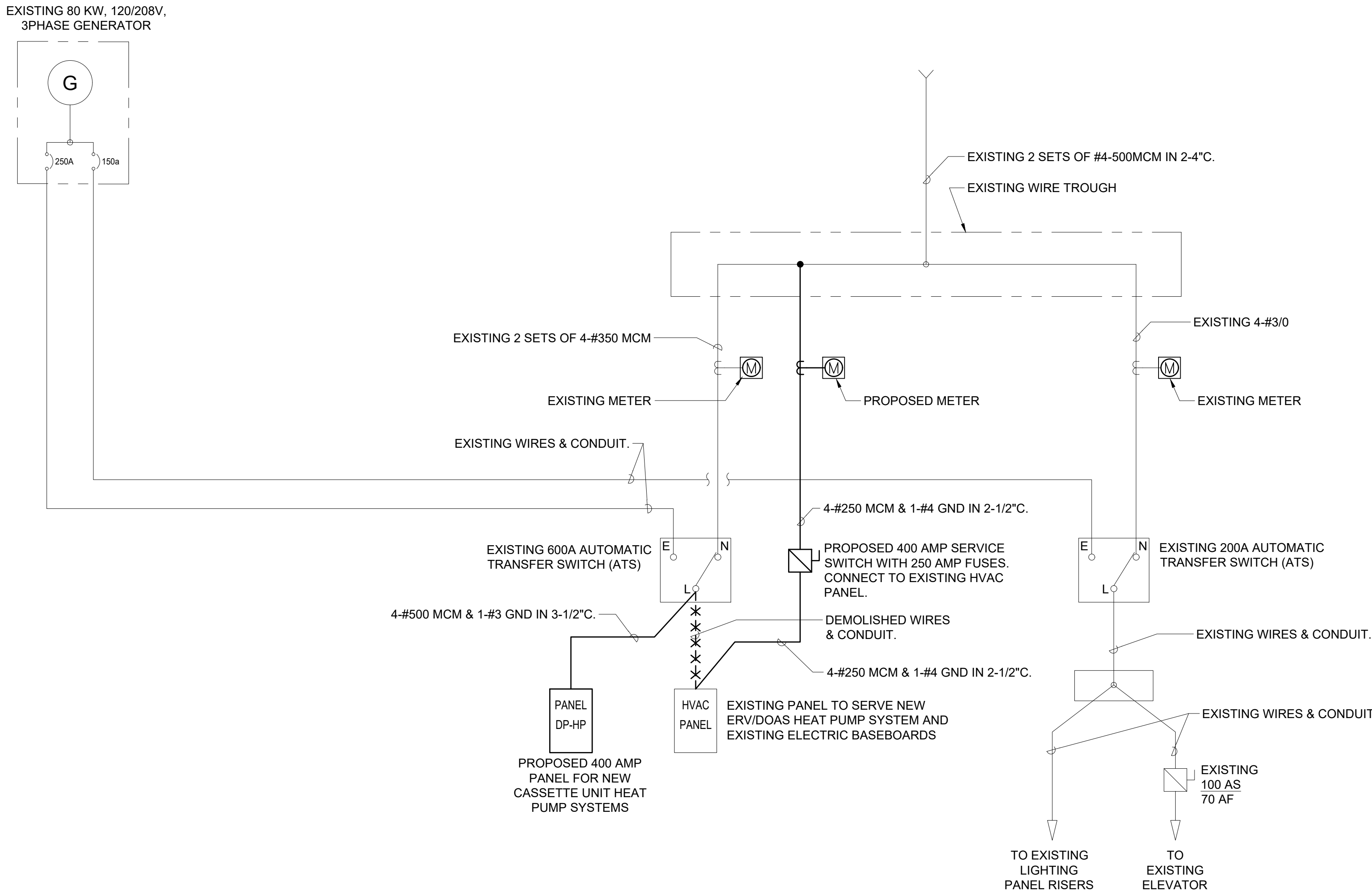
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	CHECKED BY CB	MSK-04
	DATE 11/5/21	



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1 CONCEPTUAL ELECTRICAL ONE-LINE DIAGRAM
NOT TO SCALE

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DRAWING TITLE
CONCEPTUAL ELECTRICAL ONE-LINE DIAGRAM

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	NTS	NBED000200
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	WRP	
	CHECKED BY	ESK-01
	JF/CB	
	DATE	
	1/5/2021	